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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92043152
Party	Defendant SANTANA'S GRILL, INC.
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Submission	Testimony For Defendant
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Date	08/27/2008
Attachments	Abelardo Santana Deposition.pdf (170 pages)(7882986 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ARTURO SANTANA GALLEGO,)
)
 PETITIONER,)
)
 VS.) CANCELLATION NOS.
) (CONSOLIDATED)
 SANTANA'S GRILL, INC.,) 92043152
) 92043160
 REGISTRANT.) 92043175
)

ORIGINAL

DEPOSITION OF ABELARDO SANTANA

DATE AND TIME: THURSDAY, APRIL 3, 2008
10:00 A.M. - 1:00 P.M.

LOCATION: 510 WEST BROADWAY, SUITE 1700
SAN DIEGO, CALIFORNIA

REPORTER: WINDY D. ANDERSEN, CSR
CERTIFICATION NO. 12135



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ARTURO SANTANA GALLEGO,)	
)	
PETITIONER,)	
)	
VS.)	CANCELLATION NOS.
)	(CONSOLIDATED)
SANTANA'S GRILL, INC.,)	92043152
)	92043160
REGISTRANT.)	92043175
)	

THE DEPOSITION OF ABELARDO SANTANA, TAKEN ON
BEHALF OF REGISTRANT, AT BREMER, WHYTE, BROWN & O'MEARA,
510 WEST BROADWAY, SUITE 1700, SAN DIEGO, CALIFORNIA, AT
10:00 A.M., THURSDAY, APRIL 3, 2008, BEFORE WINDY D.
ANDERSEN, C.S.R. NO. 12135, A CERTIFIED SHORTHAND
REPORTER FOR THE STATE OF CALIFORNIA.

1 APPEARANCES OF COUNSEL:

2
3 FOR PETITIONER:

THE ARMENTA LAW FIRM

4 BY: M. CRIS ARMENTA, ATTORNEY AT LAW

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7
8 FOR REGISTRANT:

BREMER, WHYTE, BROWN & O'MEARA

9 BY: MICHAEL A. SANDSTRUM, ESQUIRE

20320 S.W. BIRCH STREET, SECOND FLOOR

10 NEWPORT BEACH, CALIFORNIA 92660

949.221.1000
11

12 ALSO PRESENT:

ARTURO SANTANA GALLEG0

13 ARTURO CASTENADA

ARTURO SANTANA LEE

14 VIVIAN SALAZAR, INTERPRETER
15
16
17
18
19
20
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I N D E X

WITNESS:

ABELARDO SANTANA

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VIVIAN SALAZAR,

The interpreter herein, was first duly
affirmed to interpret the English language
to the Spanish language and the Spanish
language to the English language in this matter.

ABELARDO SANTANA,

The witness herein, having been first
placed under oath, was examined and
testified as follows:

EXAMINATION

BY MR. SANDSTRUM:

Q. Can you please state and spell your name for
the record.

A. Abelardo Santana, A-B-E-L-A-R-D-O,
S-A-N-T-A-N-A.

Q. You recall testifying in these proceedings in
January of this year, correct?

A. Correct.

Q. The petitioner in these proceedings is your
father, correct?

A. Correct.

Q. You're currently the president of a company
called Santana's Grill, Inc.?

1 A. Yes.

2 Q. Are you the sole owner of that company?

3 A. Yes.

4 Q. Prior to you becoming the sole owner of
5 Santana's Grill, Inc., were there any other owners?

6 A. My ex-wife.

7 Q. What was her name; what is her name?

8 A. Claudia Vallarta.

9 Q. When did she cease being an owner of Santana's
10 Grill, Inc.?

11 A. When did she what?

12 Q. When did she stop being an owner of Santana's
13 Grill, Inc.?

14 A. When we divorced.

15 Q. When was that?

16 A. It was exactly -- approximately five months
17 ago.

18 Q. Claudia Vallarta-Santana, does she help you
19 out with books or documents, bookkeeping currently?

20 A. She was the vice president, and she would take
21 care of the bookkeeping, accounting, credits, and
22 anything that had to do with administration.

23 Q. Does she still help you out currently today
24 with bookkeeping and record keeping?

25 A. Minimal.

1 Q. Have you been the president and owner of
2 Santana's Grill, Inc. since it incorporated in April of
3 1998?

4 A. Correct, yes.

5 Q. Prior to the incorporation of Santana's Grill,
6 Inc., did you own any Mexican restaurants, businesses
7 with your ex-wife, Claudia Vallarta-Santana, as a
8 husband-and-wife partnership?

9 A. Yes.

10 Q. How many Mexican restaurants that you use
11 either the name Santana's Mexican Food or Santana's
12 Mexican Grill does Santana's Grill, Inc. own or license
13 today?

14 A. Seven.

15 Q. From the time you started or first owned your
16 first Santana's Mexican Food restaurant until today,
17 what were your job responsibilities with respect to
18 those seven restaurants?

19 A. To oversee the operations, the quality, the
20 uniformity, the recipes. Everything that has to do with
21 all of them being the same and to maintain quality and
22 good service.

23 Q. Do you have any plans or does your company
24 have any plans to continue to expand your Mexican
25 restaurant businesses called Santana's Mexican Food or

1 Santana's Mexican Grill?

2 A. If the appropriate opportunities arise or
3 arrive, yes.

4 Q. Is your company, Santana's Grill, Inc., the
5 owner of three federal servicemark registrations which
6 are the subject of these cancellation proceedings?

7 A. Yes.

8 Q. Does your father have any control over any
9 aspect of how you run your seven Mexican restaurants
10 called Santana's Mexican Food or Santana's Mexican
11 Grill?

12 A. No.

13 Q. Who has controlled the manner of operations of
14 Santana's Grill, Inc.'s seven Mexican restaurants that
15 you testified to earlier?

16 A. I do.

17 Q. Is it your understanding that your father
18 filed the incident cancellation proceedings with the
19 trademark office in response to your company's,
20 Santana's Grill, Inc., trademark lawsuit that you filed
21 against various third parties?

22 MS. ARMENTA: Objection. Calls for
23 speculation.

24 THE WITNESS: I have no way of knowing what he
25 was thinking about.

1 BY MR. SANDSTRUM:

2 Q. Did you file -- did your company file a
3 trademark litigation against your brother and others
4 before your father filed the incident cancellation
5 proceedings?

6 A. Yes.

7 Q. When did you first become an owner of a
8 Santana's Mexican Food restaurant?

9 MS. ARMENTA: Objection. Calls for a legal
10 conclusion.

11 THE WITNESS: Can I answer?

12 BY MR. SANDSTRUM:

13 Q. Yes.

14 A. I bought the name and the restaurant from him
15 in 19 -- in January of 1992.

16 Q. When you say "from him," who are you referring
17 to?

18 A. My father.

19 Q. I'm going to mark as Respondent's Exhibit 10
20 next in line a one-page document entitled "Reporting
21 Change in Ownership of Business Taxes Section. City of
22 San Diego." Dated January 21, 1992.

23 (Exhibit No. 10 was marked for
24 identification and attached hereto.)

25 BY MR. SANDSTRUM:

1 Q. Are you familiar with the signature at the
2 bottom?

3 A. My father's signature.

4 MS. ARMENTA: What number did you mark that
5 as?

6 MR. SANDSTRUM: No. 10, Respondent's No. 10.

7 MS. ARMENTA: Thank you.

8 BY MR. SANDSTRUM:

9 Q. Is it your understanding this is a true and
10 correct copy of the form that you and/or your wife,
11 Claudia Vallarta-Santana, filed with the City of San
12 Diego in January of 1992?

13 A. Yes.

14 MS. ARMENTA: May I?

15 MR. SANDSTRUM: Yeah.

16 Q. I'm going to mark as next in line Respondent's
17 No. 11, Exhibit 11 is a one-page document dated
18 October 11, 1991.

19 (Exhibit No. 11 was marked for
20 identification and attached hereto.)

21 BY MR. SANDSTRUM:

22 Q. At the very bottom, is that your signature at
23 the very bottom?

24 A. Yes.

25 Q. Is that your ex-wife's signature at the

1 bottom?

2 A. Yes.

3 Q. Can you tell me what this document is?

4 A. It's a transferring of the contract for
5 1480 Rosecrans. It was the rental contract.

6 Q. Okay. Now, when you purchased the -- what's
7 the address of the restaurant that you first obtained
8 ownership of; do you know the address? What is that
9 address?

10 A. Yes. 1480 Rosecrans.

11 Q. From here on out I'm going to call that
12 restaurant the Rosecrans restaurant, okay?

13 A. Very well.

14 Q. Now, when you purchased that Rosecrans
15 restaurant in January of 1992, was it your understanding
16 that you bought not only your father's business but the
17 rights to the name "Santana's Mexican Food"?

18 INTERPRETER: I'm sorry. The interpreter
19 requests that you slow down just a little bit.

20 MR. SANDSTRUM: Absolutely. I'll repeat the
21 question.

22 Q. When you purchased the Rosecrans restaurant in
23 January of 1992, was it your understanding that you
24 bought not only the restaurant business but the rights
25 to the name "Santana's Mexican Food"?

1 A. Yes. And I proved that when the contract --
2 there was only four months left on the contract, and I
3 was not going to pay \$40,000 for a contract that was
4 only going to be for four months.

5 Q. By "contract," what are you referring to?

6 A. The rental contract, the leasing contract.

7 Q. When you say \$40,000, did you pay \$40,000 in
8 cash for the Rosecrans restaurant?

9 A. No, no. That was a debt that my father had
10 that was \$20,000. And half of the apartments in Tecate.

11 Q. How much was that half worth?

12 A. Another 20-.

13 Q. At the time that you purchased the Rosecrans
14 restaurant, did your father say anything to you that he
15 was retaining any rights to the name "Santana's Mexican
16 Food"?

17 A. No.

18 Q. Did he say to you that he was retaining any
19 rights to the Rosecrans restaurant's reputation or good
20 will?

21 A. No.

22 Q. At any time after you purchased the Rosecrans
23 restaurant up until November 2003 when your company
24 filed a trademark lawsuit against third parties, did
25 your father ever oppose or object how you used -- how

1 you or your company used the "Santana's Mexican Food"
2 name?

3 A. No.

4 Q. Has your company, Santana's Grill, Inc., ever
5 been a licensed CA with your father with respect to the
6 name "Santana's Mexican Food"?

7 MS. ARMENTA: Objection. Calls for a legal
8 conclusion.

9 THE WITNESS: No.

10 BY MR. SANDSTRUM:

11 Q. How about as to the name "Santana's Mexican
12 Grill"?

13 MS. ARMENTA: Same objection.

14 THE WITNESS: No.

15 BY MR. SANDSTRUM:

16 Q. How about as to the name "Santana's"?

17 MS. ARMENTA: Same objection.

18 THE WITNESS: No.

19 MR. SANDSTRUM: Let's go off the record real
20 quick.

21 (Off the record.)

22 MR. SANDSTRUM: Back on the record.

23 Q. Has you or your company, Santana's Grill, Inc.
24 -- strike that.

25 After you acquired the Rosecrans restaurant,

1 what were your job responsibilities from 1992 to the
2 present with respect to that restaurant?

3 A. To control the operations, the quality, the
4 service, and the progress of the restaurant.

5 Q. When you initially purchased the Rosecrans
6 restaurant, were you and your ex-wife, Claudia
7 Vallarta-Santana, co-owners?

8 A. Yes.

9 Q. When you formed Santana's Grill, Inc., did
10 that become the owner of the Rosecrans restaurant?

11 MS. ARMENTA: Objection. Calls for a legal
12 conclusion.

13 THE WITNESS: Yes.

14 BY MR. SANDSTRUM:

15 Q. Since January of 1992, have you or your
16 company, Santana's Grill, Inc., continuously used the
17 "Santana's Mexican Food" name at the Rosecrans
18 restaurant to the present?

19 A. Santana's Mexican Food and Santana's Grill,
20 Inc.

21 Q. You use those names currently, correct?

22 A. Yes.

23 Q. From 1992 -- strike that.

24 When did you start using the name Santana's
25 Mexican Grill at the Rosecrans restaurant?

1 A. '98.

2 Q. Prior to that, did you continue to use the
3 name "Santana's Mexican Food"?

4 A. Yes.

5 Q. Since the time you acquired the Rosecrans
6 restaurant from your father in January of 1992 to the
7 time that Santana's Grill, Inc. filed a federal
8 trademark lawsuit in late 2003 against your brothers,
9 Arturo Santana Lee, Pedro Santana Lee and your father,
10 did your father ever object to how you or Santana's
11 Grill, Inc. used the name "Santana's Mexican Food" at
12 that restaurant?

13 A. No.

14 Q. Since the time you acquired the Rosecrans
15 restaurant in January of 1992 to the time your company,
16 Santana's Grill, Inc., filed a trademark lawsuit, did
17 your brother, Arturo Santana Lee, ever object as to the
18 manner and use of the "Santana's Mexican Food" name at
19 the Rosecrans restaurant?

20 A. No.

21 Q. At any time after you bought the Rosecrans
22 restaurant, did your father have any authority over how
23 you could operate the Rosecrans restaurant?

24 MS. ARMENTA: Objection. Calls for a legal
25 conclusion, irrelevant.

1 THE WITNESS: No.

2 BY MR. SANDSTRUM:

3 Q. At any time after you acquired the Rosecrans
4 restaurant, did your father ever attempt to inspect any
5 portion of that restaurant -- let me start over with
6 that question.

7 At any time after you acquired the Rosecrans
8 restaurant, did your father ever attempt to inspect any
9 portion of that restaurant for quality control purposes?

10 MS. ARMENTA: Objection. Calls for
11 speculation, vague as to time, irrelevant.

12 THE WITNESS: No.

13 BY MR. SANDSTRUM:

14 Q. Okay. At any time after you acquired the
15 Rosecrans restaurant, did your father ever place any
16 geographical restrictions as to where you could open a
17 new Santana's Mexican Food restaurant?

18 A. No.

19 Q. How about a Santana's Mexican Grill
20 restaurant?

21 MS. ARMENTA: Same objections to the preceding
22 question and this one.

23 THE WITNESS: No.

24 BY MR. SANDSTRUM:

25 Q. At any time after you acquired the Rosecrans

1 restaurant, did your father ever attempt to determine
2 what vendors were servicing that restaurant?

3 MS. ARMENTA: Objection. Vague as to time,
4 calls for speculation, irrelevant.

5 BY MR. SANDSTRUM:

6 Q. To your knowledge.

7 A. No.

8 Q. Did he ever attempt to determine what recipes
9 the Rosecrans restaurant was using, to your knowledge?

10 MS. ARMENTA: Same objections.

11 THE WITNESS: No.

12 BY MR. SANDSTRUM:

13 Q. How about what ingredients you were using at
14 that restaurant?

15 MS. ARMENTA: Same objections.

16 THE WITNESS: No.

17 BY MR. SANDSTRUM:

18 Q. How about what pricing you were using at that
19 restaurant?

20 MS. ARMENTA: Same objections.

21 THE WITNESS: No.

22 BY MR. SANDSTRUM:

23 Q. How about what advertising that you were
24 doing, if any, at that restaurant?

25 MS. ARMENTA: Same objections.

1 THE WITNESS: No.

2 BY MR. SANDSTRUM:

3 Q. How about what marketing efforts you were
4 engaging in with respect to the Rosecrans restaurant at
5 any time after you acquired the Rosecrans restaurant?

6 MS. ARMENTA: Same objections.

7 THE WITNESS: No.

8 BY MR. SANDSTRUM:

9 Q. At any time after you acquired the Rosecrans
10 restaurant, did your father ever make any demands on how
11 you or your company, Santana's Grill, Inc., could
12 operate the Rosecrans restaurant?

13 MS. ARMENTA: Same objections.

14 THE WITNESS: No.

15 BY MR. SANDSTRUM:

16 Q. At any time after you acquired the Rosecrans
17 restaurant, did your father ever place any restrictions
18 on how you or your company, Santana's Grill, Inc., could
19 use the "Santana's Mexican Food" name?

20 MS. ARMENTA: Same objections.

21 THE WITNESS: No.

22 BY MR. SANDSTRUM:

23 Q. At any time after you acquired the Rosecrans
24 restaurant, did your father ever make any demands as to
25 how you could operate the Rosecrans restaurant?

1 MS. ARMENTA: Same objections.

2 THE WITNESS: No.

3 BY MR. SANDSTRUM:

4 Q. At any time after you acquired the Rosecrans
5 restaurant, did your father ever implement any quality
6 control standards as to how you could run the Rosecrans
7 restaurant?

8 INTERPRETER: Could you slow down the
9 delivery, please.

10 BY MR. SANDSTRUM:

11 Q. Repeat the question. At any time after you
12 purchased the Rosecrans restaurant, did your father
13 implement any quality control standards as to how to run
14 the Rosecrans restaurant?

15 MS. ARMENTA: Same objections.

16 THE WITNESS: No.

17 BY MR. SANDSTRUM:

18 Q. At any time after you acquired the Rosecrans
19 restaurant, did your father -- strike that.

20 At any time after you acquired the Rosecrans
21 restaurant, did your father require that you or your
22 company, Santana's Grill, Inc., use certain vendors?

23 MS. ARMENTA: Same objections.

24 THE WITNESS: No.

25 BY MR. SANDSTRUM:

1 Q. Same question, how about suppliers?

2 MS. ARMENTA: Same objection.

3 THE WITNESS: No.

4 BY MR. SANDSTRUM:

5 Q. So was it your understanding that you could
6 use any vendor or supplier that you wanted at the
7 Rosecrans restaurant?

8 MS. ARMENTA: Same objection.

9 THE WITNESS: Yes, I could use anybody I
10 wanted to.

11 BY MR. SANDSTRUM:

12 Q. At any time after you purchased the Rosecrans
13 restaurant, did your father ever tell you that you or
14 your company had to use certain ingredients for your
15 food products?

16 A. No.

17 Q. At any time after you acquired the Rosecrans
18 restaurant, did your father ever tell you that you or
19 your company had to use certain recipes?

20 A. No.

21 MS. ARMENTA: Same objection.

22 BY MR. SANDSTRUM:

23 Q. At any time after you acquired the Rosecrans
24 restaurant, did your father ever tell you that you or
25 your company had to use certain menu items?

1 A. No.

2 Q. At any time after you acquired the Rosecrans
3 restaurant, did your father ever tell you that you or
4 your company, Santana's Grill, Inc., had to use certain
5 pricing?

6 MS. ARMENTA: Same objection. And asked and
7 answered.

8 THE WITNESS: No.

9 BY MR. SANDSTRUM:

10 Q. At any time after you acquired the Rosecrans
11 restaurant, did your father tell you that your
12 restaurant, the Rosecrans restaurant, had to have a
13 certain appearance?

14 MS. ARMENTA: Same objections. Lack of
15 foundation, irrelevant, calls for speculation.

16 THE WITNESS: No.

17 BY MR. SANDSTRUM:

18 Q. At any time after you acquired the Rosecrans
19 restaurant, did your father tell you that the Rosecrans
20 restaurant -- strike that.

21 At any time after you acquired the Rosecrans
22 restaurant, did your father ever prohibit certain types
23 of advertisement of the "Santana's Mexican Food" name?

24 MS. ARMENTA: Objection. Irrelevant.

25 THE WITNESS: No.

1 BY MR. SANDSTRUM:

2 Q. At any time after you acquired the Rosecrans
3 restaurant, did your father have any say in how the
4 Rosecrans restaurant -- strike that question.

5 At any time after you acquired the Rosecrans
6 restaurant, did your father have any say in what you
7 could sell at the Rosecrans restaurant?

8 MS. ARMENTA: Objection. Calls for a legal
9 conclusion, irrelevant.

10 THE WITNESS: No.

11 BY MR. SANDSTRUM:

12 Q. Did he ever tell you what -- after you
13 acquired the Rosecrans restaurant, did your father ever
14 tell you what you had to sell at the Rosecrans
15 restaurant?

16 MS. ARMENTA: Objection. Irrelevant, lacks
17 foundation, vague as to time.

18 BY MR. SANDSTRUM:

19 Q. It's at any time after you purchased the
20 Rosecrans restaurant.

21 MS. ARMENTA: It's a long period of time.

22 THE WITNESS: No.

23 BY MR. SANDSTRUM:

24 Q. At any time after you acquired the Rosecrans
25 restaurant, did your father have the right to tell you

1 how to operate that restaurant?

2 MS. ARMENTA: Objection. Calls for a legal
3 conclusion.

4 THE WITNESS: No.

5 May -- can I speak with him in private?

6 MR. SANDSTRUM: Yeah. We can take a break.

7 THE WITNESS: Two minutes only.

8 MS. ARMENTA: That's fine.

9 (Off the record.)

10 MR. SANDSTRUM: Let's go back on the record.

11 Q. At any time after you purchased the Rosecrans
12 restaurant in January 1992, has your father inspected
13 the kitchen of the Rosecrans restaurant for quality
14 control purposes?

15 MS. ARMENTA: Objection. Calls for
16 speculation, irrelevant.

17 THE WITNESS: No.

18 BY MR. SANDSTRUM:

19 Q. At any time after you acquired the Rosecrans
20 restaurant -- strike that question.

21 Since the time you had -- since the time you
22 purchased the Rosecrans restaurant, are you the one that
23 dictates quality control standards for that restaurant?

24 MS. ARMENTA: Objection. Calls for a legal
25 conclusion.

1 THE WITNESS: Yes.

2 BY MR. SANDSTRUM:

3 Q. Same question, are you the one that dictates
4 the standards by which that restaurant is run or
5 operated?

6 MS. ARMENTA: Objection. Calls for a legal
7 conclusion.

8 THE WITNESS: Yes.

9 BY MR. SANDSTRUM:

10 Q. Since you and Claudia Santana acquired the
11 Rosecrans restaurant, have you and Claudia Santana,
12 until the time of your recent divorce, made all of the
13 final business decisions relative to quality control?

14 MS. ARMENTA: Objection. Calls for a legal
15 conclusion, leading.

16 THE WITNESS: Yes.

17 BY MR. SANDSTRUM:

18 Q. How about marketing efforts?

19 MS. ARMENTA: Objection. Leading.

20 THE WITNESS: Yes.

21 BY MR. SANDSTRUM:

22 Q. Since the time you and Claudia Santana
23 acquired the Rosecrans restaurant, who has made all the
24 final business decisions relative to quality control
25 with respect to the Rosecrans restaurant?

1 A. I have.

2 Q. How about marketing efforts?

3 A. Between us both.

4 Q. By "us both," who do you mean?

5 A. My ex-wife, Claudia, and myself.

6 Q. How about budgeting?

7 A. The same, Claudia and -- Claudia, ex-wife, and
8 myself.

9 MS. ARMENTA: Belated objection. Irrelevant.

10 BY MR. SANDSTRUM:

11 Q. How about with respect to the advertising for
12 the Rosecrans restaurant?

13 MS. ARMENTA: Same objection.

14 THE WITNESS: The same, Claudia and I. When
15 we were married, we would do all that together.

16 BY MR. SANDSTRUM:

17 Q. How about with decisions relative to menu
18 items?

19 A. I will take into account her opinion.

20 Q. By "her," you're referring to Claudia?

21 A. Claudia.

22 Q. How about pricing of menu items?

23 A. The same, we would consult each other.

24 Q. What about the food used in products?

25 A. Somewhat.

1 Q. "Somewhat," what do you mean by that?

2 A. She also had -- Claudia would also somewhat
3 weigh in on those decisions.

4 Q. How about the recipes for the food products?

5 A. Also, she also weighed in on any of the
6 decisions we would make.

7 Q. How about how the Rosecrans restaurant looked,
8 its appearance?

9 A. No, she had nothing to do with that. I was
10 the one in charge of that.

11 Q. How about what type of company or restaurant
12 logos do you use?

13 A. The designs of the logo and things like that,
14 she would do that.

15 Q. Did you have any final decision as to whether
16 or not that logo should be used at your Rosecrans
17 restaurant?

18 A. Yes.

19 Q. Now, does your company, Santana's Grill, Inc.,
20 use a restaurant logo for the Rosecrans restaurant?

21 A. Yes.

22 Q. How about for your other seven restaurants?

23 A. The same, we would use the same.

24 Q. Do you know when you first started using a
25 restaurant logo for your Santana's Mexican Food or

1 Santana's Mexican Grill restaurants?

2 INTERPRETER: I'm sorry. Could you repeat the
3 question, please.

4 BY MR. SANDSTRUM:

5 Q. When did you start using a company logo, a
6 restaurant logo for any of your Santana's Mexican Food
7 or Santana's Grill restaurants?

8 A. '93.

9 MS. ARMENTA: Objection. Vague as to time,
10 vague as to the term "used."

11 MR. SANDSTRUM: I'm going to mark as next in
12 line as Respondent's Exhibit 12, six pages of what
13 appear to be a logo with the name "Santana's Mexican
14 Grill" sandwiched between a sawtooth pattern design.

15 (Exhibit No. 12 was marked for
16 identification and attached hereto.)

17 BY MR. SANDSTRUM:

18 Q. If I could have you look at the six pages and
19 tell me what those designs are.

20 A. These are the trademarks that we registered.

21 Q. Are those your company logos that you use at
22 all of your restaurants to this day?

23 A. Yes.

24 Q. Who created the logo that you see on the six
25 pages?

1 MS. ARMENTA: Objection. Calls for
2 speculation, lacks foundation.

3 BY MR. SANDSTRUM:

4 Q. Do you know who created the logo you see on
5 those six pages, Respondent's Exhibit 12?

6 A. Yes.

7 Q. Who was that?

8 A. Claudia and Maite.

9 Q. What was the first Santana's Mexican Food
10 restaurant that utilized any of the logos that you see
11 on Respondent Exhibit 12?

12 MS. ARMENTA: Objection. Calls for
13 speculation.

14 THE WITNESS: Are you talking about the logo
15 or we're talking about "Mexican Grill"?

16 BY MR. SANDSTRUM:

17 Q. The whole logo as you see on Respondent's
18 Exhibit 12.

19 A. The one that was used first was Arturo on
20 Broadway.

21 COURT REPORTER: Wait, wait. I'm waiting for
22 her to finish translating.

23 (Record read.)

24 THE WITNESS: Correct.

25 BY MR. SANDSTRUM:

1 Q. Before the logo contained the words "Santana's
2 Mexican Grill," did it contain the words "Santana's
3 Mexican Food"?

4 MS. ARMENTA: Objection. Confusing, leading,
5 and vague as to restaurant location.

6 THE WITNESS: Yes. With Santana's Mexican
7 Food it was first used in Rosecrans.

8 BY MR. SANDSTRUM:

9 Q. Who created the name "Santana's Mexican
10 Grill"?

11 A. I did (In English).

12 Q. Do all of your company's restaurants,
13 Santana's Grill, Inc., utilize the logo that you see on
14 Respondent's Exhibit 12 and any of the restaurants that
15 it owns --

16 INTERPRETER: I'm sorry?

17 MR. SANDSTRUM: I'll start over.

18 INTERPRETER: Say that again, please.

19 BY MR. SANDSTRUM:

20 Q. Do all of the Santana's Mexican Food
21 restaurants that your company, Santana's Grill, Inc.,
22 owns or licenses use the logo that are shown on
23 Respondent Exhibit 12?

24 MS. ARMENTA: Objection. Leading.

25 THE WITNESS: Yes.

1 BY MR. SANDSTRUM:

2 Q. Do they also have a logo that is similar to
3 Respondent Exhibit 12 that says "Santana's Mexican
4 Food"?

5 MS. ARMENTA: Objection. Leading.

6 THE WITNESS: Yes.

7 BY MR. SANDSTRUM:

8 Q. When did you decide to start using the name
9 "Santana's Mexican Grill" in any of your Mexican
10 restaurants?

11 MS. ARMENTA: Objection. Lacks foundation,
12 vague as to "you."

13 THE WITNESS: When we were constructing the
14 restaurant at 3792 Midway, it was in '92 -- no, '97.
15 Excuse me.

16 BY MR. SANDSTRUM:

17 Q. After you purchased the Rosecrans restaurant,
18 what was the next Mexican restaurant, if any, that you
19 opened?

20 A. After?

21 Q. After Rosecrans.

22 A. After Rosecrans I open Morena.

23 Q. What's the address of Morena?

24 A. 5025 Morena Boulevard. I opened it in '93.

25 Yes, '93.

1 Q. What did you name that restaurant?

2 A. Santana's Mexican Food.

3 Q. I'm going to mark as next in line

4 Respondent's 13.

5 INTERPRETER: This is 12.

6 MR. SANDSTRUM: It's entitled "Fictitious
7 business name statement for 1525 Morena Boulevard."

8 (Exhibit No. 13 was marked for
9 identification and attached hereto.)

10 BY MR. SANDSTRUM:

11 Q. Do you recognize the signature at the bottom
12 of that document?

13 A. That's Claudia's signature.

14 Q. Are you familiar with Claudia's signature?

15 A. Yes.

16 Q. Does that refresh your recollection as to when
17 the Morena Boulevard restaurant was opened?

18 A. Yes. It says '94.

19 Q. Is Respondent Exhibit 12 a true and correct
20 copy of a fictitious business name statement that was
21 filed on behalf of Santana's Grill, Inc. on June 24,
22 2003?

23 A. Correct.

24 MS. ARMENTA: May I?

25 MR. SANDSTRUM: Yeah.

1 Q. Now, when you opened the Morena restaurant,
2 who owned that restaurant?

3 A. Claudia and me.

4 Q. As a husband-and-wife partnership?

5 A. As a couple.

6 Q. Once you incorporated into Santana's Grill,
7 Inc., did that company become the owner of the Morena
8 Boulevard restaurant?

9 A. Correct.

10 MS. ARMENTA: Objection. Calls for a legal
11 conclusion, lacks foundation.

12 BY MR. SANDSTRUM:

13 Q. Since the time you opened the Morena Boulevard
14 restaurant, have you or your company, Santana's Grill,
15 Inc., continuously used the "Santana's Mexican Food"
16 name at that restaurant until the present?

17 A. Yes.

18 Q. Since you opened the Morena Boulevard
19 restaurant to the time that your company, Santana's
20 Grill, Inc., filed the federal trademark lawsuit against
21 your brothers, Arturo Santana Lee, Pedro Santana Lee,
22 and your father, did your father ever object or oppose
23 to how you used the "Santana's Mexican Food" name at
24 that restaurant?

25 MS. ARMENTA: Objection. Irrelevant.

1 THE WITNESS: No.

2 BY MR. SANDSTRUM:

3 Q. At the time you opened the Morena Boulevard
4 restaurant to the time your company filed a federal
5 trademark lawsuit in late 2003, did your brother, Arturo
6 Santana Lee, ever object to the use of the "Santana's
7 Mexican Food" name at the Morena Boulevard restaurant?

8 MS. ARMENTA: Objection. Irrelevant and
9 leading.

10 THE WITNESS: No.

11 BY MR. SANDSTRUM:

12 Q. At any time after you opened the Morena
13 Boulevard restaurant, did your father ever attempt to
14 inspect, to your knowledge, any portion of that
15 restaurant for quality control purposes?

16 MS. ARMENTA: Objection. Irrelevant, calls
17 for speculation.

18 THE WITNESS: No.

19 BY MR. SANDSTRUM:

20 Q. At any time after you opened the Morena
21 Boulevard restaurant, did your father ever attempt to
22 determine what vendors were servicing that restaurant,
23 to your knowledge?

24 A. No.

25 MS. ARMENTA: Objection. Calls for

1 speculation and irrelevant.

2 BY MR. SANDSTRUM:

3 Q. It's going to be the same question, did your
4 father ever attempt to determine what recipes you were
5 using at that restaurant?

6 MS. ARMENTA: Objection. Calls for
7 speculation, irrelevant, and lacks foundation.

8 THE WITNESS: No.

9 BY MR. SANDSTRUM:

10 Q. Same question, did your father ever attempt to
11 determine what ingredients you were using at that
12 restaurant?

13 MS. ARMENTA: Same three objections.

14 THE WITNESS: No.

15 BY MR. SANDSTRUM:

16 Q. Same question, how about pricing?

17 A. No.

18 MS. ARMENTA: Same three objections.

19 BY MR. SANDSTRUM:

20 Q. Same question, how about advertising that you
21 were doing?

22 MS. ARMENTA: Same three objections.

23 THE WITNESS: No.

24 BY MR. SANDSTRUM:

25 Q. How about marketing efforts?

1 MS. ARMENTA: Same three objections.

2 THE WITNESS: No.

3 BY MR. SANDSTRUM:

4 Q. At any time after you opened the Morena
5 Boulevard restaurant, did your father ever make any
6 demands to you or your company as to how to operate that
7 restaurant?

8 MS. ARMENTA: Same three objections.

9 THE WITNESS: No.

10 BY MR. SANDSTRUM:

11 Q. At any time after you opened the Morena
12 Boulevard restaurant, did your father ever place any
13 restrictions on how you could use -- the manner in which
14 you could use the "Santana's Mexican Food" name?

15 MS. ARMENTA: Same objections. Could you read
16 back the question, please.

17 (Record read.)

18 MS. ARMENTA: Same objections. Calls for a
19 legal conclusion.

20 THE WITNESS: No.

21 BY MR. SANDSTRUM:

22 Q. At any time after you acquired -- strike that.
23 At any time after you opened the Morena
24 Boulevard restaurant, did your father ever make or place
25 any geographical restriction as to where you could open

1 additional Santana's Mexican Food restaurants?

2 A. No.

3 MS. ARMENTA: Same objections.

4 BY MR. SANDSTRUM:

5 Q. At any time after you opened the Morena
6 Boulevard restaurant, did your father ever tell you what
7 you had to sell at that restaurant?

8 MS. ARMENTA: Same objections.

9 THE WITNESS: No.

10 BY MR. SANDSTRUM:

11 Q. At any time after you opened the Morena
12 Boulevard restaurant, did your father ever implement any
13 quality control standards as to how to run the Morena
14 Boulevard restaurant?

15 MS. ARMENTA: Same objections.

16 THE WITNESS: No.

17 BY MR. SANDSTRUM:

18 Q. At any time after you opened the Morena
19 Boulevard restaurant, did your father tell you that you
20 or your company had to use certain vendors or suppliers?

21 MS. ARMENTA: Same objections, and asked and
22 answered on this entire line of questioning.

23 THE WITNESS: No.

24 BY MR. SANDSTRUM:

25 Q. At any time after you opened the Morena

1 Boulevard restaurant, did your father ever tell you that
2 you had to use certain ingredients for your food
3 products at that restaurant?

4 MS. ARMENTA: Same objections and asked and
5 answered.

6 THE WITNESS: No.

7 BY MR. SANDSTRUM:

8 Q. At any time after you opened the Morena
9 Boulevard restaurant, did your father ever tell you that
10 you had to use certain recipes for that restaurant?

11 MS. ARMENTA: Same objections.

12 THE WITNESS: No.

13 BY MR. SANDSTRUM:

14 Q. At any time after you opened the Morena
15 Boulevard restaurant, did your father ever tell you that
16 you had to use certain menu items at that restaurant?

17 MS. ARMENTA: Same objections.

18 THE WITNESS: No.

19 BY MR. SANDSTRUM:

20 Q. At any time after you opened the Morena
21 Boulevard restaurant, did your father ever tell you that
22 you had to use certain pricing at that specific
23 restaurant?

24 MS. ARMENTA: Same objections.

25 THE WITNESS: No.

1 BY MR. SANDSTRUM:

2 Q. At any time after you opened the Morena
3 Boulevard restaurant, did your father ever tell you that
4 your restaurant had to look a certain way?

5 MS. ARMENTA: Same objections. Leading.

6 THE WITNESS: No.

7 BY MR. SANDSTRUM:

8 Q. At any time after you opened the Morena
9 Boulevard restaurant, did your father ever prohibit that
10 restaurant from engaging in certain advertising in the
11 name "Santana's Mexican Food"?

12 MS. ARMENTA: Objection. Leading, asked and
13 answered, calls for a legal conclusion.

14 THE WITNESS: No.

15 BY MR. SANDSTRUM:

16 Q. At any time after you opened the Morena
17 Boulevard restaurant in 1994, did your father have any
18 say in how that restaurant could be operated?

19 MS. ARMENTA: Objection. Calls for a legal
20 conclusion, lacks foundation.

21 THE WITNESS: No.

22 BY MR. SANDSTRUM:

23 Q. At any time after you opened the Morena
24 Boulevard restaurant, did your father have any right to
25 tell you how to operate that restaurant?

1 MS. ARMENTA: Objection. Calls for a legal
2 conclusion, lacks foundation.

3 THE WITNESS: No.

4 BY MR. SANDSTRUM:

5 Q. At any time after you opened the Morena
6 Boulevard restaurant, did your father ever inspect the
7 kitchen of that restaurant for quality control purposes?

8 MS. ARMENTA: Objection. Calls for
9 speculation, irrelevant, lacks foundation.

10 THE WITNESS: No.

11 BY MR. SANDSTRUM:

12 Q. Since you opened the Morena Boulevard
13 restaurant, are you the one that dictates quality
14 control standards for that restaurant?

15 MS. ARMENTA: Objection. Leading.

16 THE WITNESS: Yes.

17 BY MR. SANDSTRUM:

18 Q. Who is the one who dictates quality control
19 standards -- strike that.

20 Who is the one who dictates operational
21 standards for the Morena Boulevard restaurant?

22 MS. ARMENTA: Objection. Vague as to time.

23 BY MR. SANDSTRUM:

24 Q. At any time --

25 A. I do.

1 Q. -- after he opened it.

2 A. I do.

3 Q. Since the time you and Claudia
4 Vallarta-Santana opened the Morena Boulevard restaurant,
5 have you made all the final business decisions with
6 regard to quality control issues relative to the Morena
7 Boulevard restaurant?

8 MS. ARMENTA: Objection. Leading.

9 THE WITNESS: Yes.

10 BY MR. SANDSTRUM:

11 Q. Since the time that you opened the Morena
12 Boulevard restaurant, who makes all the final business
13 decisions relative to quality control issues?

14 MS. ARMENTA: Objection. Leading and vague.

15 THE WITNESS: I do.

16 BY MR. SANDSTRUM:

17 Q. How about as to marketing issues?

18 MS. ARMENTA: Objection. Leading and vague.

19 THE WITNESS: I do.

20 BY MR. SANDSTRUM:

21 Q. Advertising, same answer?

22 MS. ARMENTA: Same objection.

23 THE WITNESS: Yes.

24 BY MR. SANDSTRUM:

25 Q. Budgeting?

1 A. If there is any (In English).

2 MS. ARMENTA: Same objection and irrelevant.

3 THE WITNESS: I do. I made the decisions.

4 BY MR. SANDSTRUM:

5 Q. How about as to menu items used at that
6 restaurant?

7 A. I would make those. I would make those
8 decisions.

9 Q. How about as to pricing of that restaurant of
10 food products?

11 MS. ARMENTA: Same objection and asked and
12 answered.

13 THE WITNESS: I do.

14 BY MR. SANDSTRUM:

15 Q. How about as to ingredients that you use at
16 that restaurant?

17 MS. ARMENTA: Same objection.

18 THE WITNESS: I would make the decisions.

19 BY MR. SANDSTRUM:

20 Q. How about as to recipes used at that
21 restaurant?

22 MS. ARMENTA: Same objections.

23 THE WITNESS: I would make the decisions.

24 BY MR. SANDSTRUM:

25 Q. How about as to any kind of logos that you

1 would use at that restaurant?

2 MS. ARMENTA: Same objections.

3 THE WITNESS: Well, there weren't any
4 decisions to make because the logo was already made and
5 that was that.

6 BY MR. SANDSTRUM:

7 Q. But if you wanted to use a different logo, you
8 could do so, right?

9 MS. ARMENTA: Objection. Calls for a legal
10 conclusion, improper hypothetical, leading, irrelevant.

11 THE WITNESS: If I wanted to do whatever I
12 wanted to do, I could do it because I created it.

13 BY MR. SANDSTRUM:

14 Q. Now, after you opened the Morena Boulevard
15 Santana's Mexican Food restaurant, what was the next
16 Mexican restaurant that you opened?

17 A. Midway.

18 MS. ARMENTA: Mike, if you're going to ask him
19 the exact same series of questions --

20 MR. SANDSTRUM: Yes, I am.

21 MS. ARMENTA: -- we can stipulate that it will
22 be the exact same questions and answers and I'll make
23 the exact same objections with the list of restaurants
24 and let's stipulate to that.

25 MR. SANDSTRUM: We can stipulate to that.

1 MS. ARMENTA: So stipulated.

2 MR. SANDSTRUM: The restaurants we are
3 stipulating to are?

4 MS. ARMENTA: The balance of the restaurants.

5 BY MR. SANDSTRUM:

6 Q. Let's go from here. After you opened the
7 Midway -- or the Morena Boulevard restaurant, the next
8 restaurant was the Midway restaurant, right?

9 A. Correct.

10 Q. What was the address for Midway?

11 A. 3742 Midway Drive.

12 Q. When, if you know, when did that restaurant
13 open?

14 A. In July of '98.

15 Q. What did you name that restaurant?

16 A. Santana's Mexican Grill.

17 Q. When did you -- you testified earlier that you
18 created the name "Santana's Mexican Grill," correct?

19 A. Yes.

20 Q. When did you create that name?

21 A. In '97 when we were in the process of opening
22 up the Midway one.

23 Q. To your knowledge, has your father ever used
24 the "Santana's Mexican Food" name associated with
25 Mexican restaurants?

1 A. Yes.

2 Q. What restaurant?

3 A. In Rosecrans.

4 Q. Santana's Mexican Grill.

5 A. Oh, no.

6 MS. ARMENTA: That wasn't the question. You
7 asked Mexican Food --

8 MR. SANDSTRUM: That's my mistake. Let me
9 read the question back.

10 Q. To your knowledge, has your father ever used
11 the "Santana's Mexican Grill" associated with Mexican
12 restaurants?

13 A. No.

14 MS. ARMENTA: Objection. Calls for a legal
15 conclusion, vague as to the term "used."

16 BY MR. SANDSTRUM:

17 Q. Since the time you opened the Midway Drive
18 restaurant called "Santana's Mexican Grill," have you or
19 your company, Santana's Mexican Grill (sic),
20 continuously used that name at that restaurant to the
21 present?

22 A. Yes.

23 MS. ARMENTA: Objection. Vague as to "you."
24 I think you misstated the name of the corporation, also.

25 BY MR. SANDSTRUM:

1 Q. Repeat the question. Since the time that you,
2 being the deponent here, opened the Midway Drive
3 restaurant, has that restaurant continuously used the
4 name "Santana's Mexican Food" or "Santana's Mexican
5 Grill" to the present?

6 A. Which store are you talking about again?

7 Q. Midway Drive.

8 A. Santana's Mexican Grill.

9 Q. Is that "yes" or "no"?

10 A. Yes.

11 MS. ARMENTA: Objection. Leading.

12 BY MR. SANDSTRUM:

13 Q. After the Midway restaurant was opened, what
14 was the next Mexican restaurant that you opened?

15 A. After Midway I opened San Marcos.

16 Q. What's the address of that restaurant?

17 A. 580 South Pacific, San Marcos.

18 Q. What did you name that restaurant?

19 A. Santana's Mexican Grill.

20 Q. Do you know when that restaurant opened?

21 A. That restaurant was opened 2003 -- no, no,
22 that's not right. I don't remember when it was opened.

23 Q. I'm going to mark as Respondent's
24 Exhibit 14 --

25 A. Excuse me. 2001.

1 Q. 2001. I'm still going to mark as Respondent's
2 Exhibit 14 a one-page document entitled "Fictitious
3 business name statement for 580 South Pacific,
4 San Marcos."

5 (Exhibit No. 14 was marked for
6 identification and attached hereto.)

7 BY MR. SANDSTRUM:

8 Q. Do you recognize the signature at the bottom
9 of that page?

10 A. Yes. It's my signature.

11 Q. Is it a true and correct copy of a fictitious
12 business name statement you filed with the County of San
13 Diego?

14 A. Yes.

15 Q. Since the time that you opened -- I'm going to
16 call the restaurant the San Marcos restaurant, okay. At
17 the time that you opened the San Marcos restaurant, has
18 that location continuously used the "Santana's Mexican
19 Grill" name to the present?

20 MS. ARMENTA: Objection. Leading.

21 THE WITNESS: Yes.

22 BY MR. SANDSTRUM:

23 Q. After the San Marcos restaurant, what is the
24 next restaurant that your company, Santana's Grill,
25 Inc., opened?

1 A. Washington.

2 Q. What's the address?

3 A. It's 719 West Washington.

4 Q. For the purpose of this testimony, I'm
5 referring to that as the Washington street restaurant,
6 okay?

7 A. Very well.

8 Q. What did you call that restaurant?

9 A. Santana's Mexican Grill.

10 Q. Do you know approximately when that restaurant
11 opened?

12 A. 2003.

13 Q. From the time you opened the Washington street
14 restaurant, has that location continuously used the name
15 "Santana's Mexican Grill" to the present?

16 MS. ARMENTA: Objection. Leading.

17 THE WITNESS: Outside it may say Santana's
18 Mexican Grill or Santana's Mexican Food, but all of them
19 have both names.

20 BY MR. SANDSTRUM:

21 Q. You've used both names from the time you
22 opened that location to the present?

23 MS. ARMENTA: Objection. Leading.

24 THE WITNESS: Correct, yes.

25 BY MR. SANDSTRUM:

1 Q. After the Washington street restaurant named
2 Santana's Mexican Grill was opened, what was the next
3 restaurant that you or your company, Santana's Grill,
4 opened?

5 MS. ARMENTA: Objection. Assumes facts not in
6 evidence.

7 BY MR. SANDSTRUM:

8 Q. Did you open another restaurant?

9 A. Yes.

10 MS. ARMENTA: Vague as to "you."

11 BY MR. SANDSTRUM:

12 Q. After your company, Santana's Grill, Inc.,
13 opened the Washington street restaurant in 2003, did
14 that company open another Mexican restaurant?

15 A. Yes. I opened 2303 Garnet Avenue, and I
16 opened it in 2004.

17 Q. What did you name that restaurant?

18 A. That, I don't remember. Outside it says
19 Santana's Mexican Food and inside it says Santana's
20 Mexican Grill.

21 Q. Since the time that your company, Santana's
22 Mexican Grill, Inc., opened the restaurant located at
23 2303 Garnet Avenue, San Diego, has that location
24 continuously used the "Santana's Mexican Food" name and
25 "Santana's Mexican Grill" name until the present?

1 A. Yes.

2 MS. ARMENTA: Objection. Leading.

3 BY MR. SANDSTRUM:

4 Q. After your company, Santana's Grill, Inc.,
5 opened up the restaurant on Garnet Avenue, did it open
6 another restaurant?

7 A. It's not opened yet, but everything is ready
8 and it will open next week. It's located at
9 12010 Scripps Summit.

10 Q. Are those all the restaurants that your
11 company currently owns or licenses that we talked about
12 today?

13 A. Correct, yes.

14 MR. SANDSTRUM: So, if you want to engage in
15 the stipulation mentioned earlier that the answers
16 relative to providing for Rosecrans, Midway, and Morena
17 are applicable to the restaurants that were just
18 mentioned, other than the one that has not opened yet?

19 MS. ARMENTA: So stipulated.

20 THE WITNESS: I didn't understand that. Could
21 you repeat that.

22 MR. SANDSTRUM: We are doing a stipulation.

23 Do you want to read that back to him.

24 THE WITNESS: Between you, okay.

25 (Record read.)

1 BY MR. SANDSTRUM:

2 Q. Since you purchased the Rosecrans restaurant
3 until today, has your father had any say in how you or
4 your company, Santana's Grill, Inc., operate any of
5 those restaurant locations that we have talked about
6 today?

7 MS. ARMENTA: Objection. Calls for a legal
8 conclusion and vague.

9 THE WITNESS: No.

10 BY MR. SANDSTRUM:

11 Q. Do all of the restaurants we talked about
12 today that Santana's Grill, Inc. either owns or operates
13 run in the same and uniform manner; are they run in the
14 same or uniform manner?

15 MS. ARMENTA: Objection. Leading, calls for a
16 legal conclusion.

17 THE WITNESS: We try to make them as uniform
18 as possible in the way that we put up the signs, the way
19 they're operated, the recipes, the decoration. We try
20 to make them similar as much as possible.

21 BY MR. SANDSTRUM:

22 Q. Are the menu items that you sell at any
23 restaurants that Santana's Grill, Inc. owns or licenses,
24 are they different or the same?

25 A. The same, exactly the same.

1 Q. Do any of the restaurants that we talked about
2 today, do their employees use uniforms?

3 A. Yes.

4 Q. Are they the same or different in each
5 restaurant?

6 A. They're the same.

7 Q. Do all the restaurants that we talked about
8 today utilize the same or different ingredients for the
9 food products?

10 A. Yes.

11 Q. "Yes" what?

12 A. They use the same products and ingredients for
13 the food.

14 Q. How about recipes?

15 A. The same.

16 Q. How about advertising and marketing?

17 MS. ARMENTA: Objection. Leading.

18 THE WITNESS: Yes.

19 BY MR. SANDSTRUM:

20 Q. Are all the restaurants we talked about today,
21 other than the one that has not been opened, are they
22 advertised on a website?

23 A. Yes.

24 MS. ARMENTA: Objection. Leading.

25 BY MR. SANDSTRUM:

1 Q. Do you advertise any of the restaurants we
2 talked about today on a website?

3 INTERPRETER: I'm sorry.

4 BY MR. SANDSTRUM:

5 Q. Do you advertise any of the restaurants you've
6 mentioned today on a website?

7 MS. ARMENTA: Objection. Leading.

8 THE WITNESS: Yes.

9 MR. SANDSTRUM: Mark as Respondent's Exhibit
10 15 a one-page document that says "Santana's Mexican
11 Grill."

12 (Exhibit No. 15 was marked for
13 identification and attached hereto.)

14 BY MR. SANDSTRUM:

15 Q. Are you familiar with that document?

16 A. Yes. It's one of the pages in the website.

17 Q. In Santana's Grill's website?

18 A. Yes.

19 MS. ARMENTA: Objection. Leading.

20 BY MR. SANDSTRUM:

21 Q. Whose website advertises Respondent's
22 Exhibit R 15?

23 A. Whose?

24 Q. Whose website is it?

25 A. Mine.

1 Q. By you, you mean Santana's Grill, Inc.?

2 A. Yes.

3 Q. How long has Santana's Grill, Inc. been
4 advertising its website on the Internet?

5 A. Minimum, eight to ten years.

6 Q. Let me mark as Respondent's Exhibit 16 --

7 MS. ARMENTA: May I have that?

8 MR. SANDSTRUM: -- three pages of color
9 photographs -- color photocopies of photographs. Ask
10 the witness to tell me what they are.

11 (Exhibit No. 16 was marked for
12 identification and attached hereto.)

13 THE WITNESS: The posters of people working
14 wearing their uniforms.

15 BY MR. SANDSTRUM:

16 Q. Are those the uniforms that Santana's Grill,
17 Inc. employees utilize at the restaurants?

18 A. Correct.

19 Q. I'm going to mark as Respondent Exhibit 17
20 five pages of color photocopies of photographs. Ask the
21 witness to tell me what these are.

22 (Exhibit No. 17 was marked for
23 identification and attached hereto.)

24 THE WITNESS: They are photographs of
25 Rosecrans.

1 MR. SANDSTRUM: Mark as Exhibit R --
2 Respondent's 18 additional color photocopies of
3 photographs. Ask the witness if he is familiar with the
4 photographs, and tell me what they are, if you know.

5 (Exhibit No. 18 was marked for
6 identification and attached hereto.)

7 THE WITNESS: They are photographs of the
8 Morena restaurant.

9 MR. SANDSTRUM: Mark as Respondent's
10 Exhibit 19 some more color copies of photographs, seven
11 pages. Ask the witness what these are.

12 (Exhibit No. 19 was marked for
13 identification and attached hereto.)

14 THE WITNESS: They are photographs of the
15 Midway restaurant.

16 MR. SANDSTRUM: Mark as Exhibit
17 Respondent's 20 more color copies of photographs. Ask
18 the witness if he is familiar with these photographs and
19 tell me what they are.

20 (Exhibit No. 20 was marked for
21 identification and attached hereto.)

22 THE WITNESS: San Marcos.

23 BY MR. SANDSTRUM:

24 Q. Are those photographs of the San Marcos
25 restaurant we talked about today?

1 A. Correct.

2 Q. Attach as Respondent's Exhibit 21 some more
3 color copies of photographs. Ask the witness if he is
4 familiar with these photographs and what they are.

5 (Exhibit No. 21 was marked for
6 identification and attached hereto.)

7 THE WITNESS: The Washington restaurant.

8 BY MR. SANDSTRUM:

9 Q. That's the Washington street restaurant that
10 we talked about today?

11 A. Correct.

12 Q. We are going to mark as next in line
13 Respondent's Exhibit 22, some more color copies of
14 photographs, six pages. And ask the witness if he knows
15 what these are and if he is familiar with them.

16 (Exhibit No. 22 was marked for
17 identification and attached hereto.)

18 THE WITNESS: That's the restaurant that's at
19 2303 Garnet Avenue.

20 BY MR. SANDSTRUM:

21 Q. That's the restaurant we talked about today on
22 Garnet Avenue?

23 A. Yes.

24 Q. From the time you purchased the Rosecrans
25 restaurant in January 1992, have the restaurants that

1 you or that your company currently owns, have they been
2 successful?

3 A. Yes.

4 Q. In general, what did you do to make them
5 successful from '92 to the present?

6 A. To make good food; that's the most important
7 thing. It's fresh, as economical that it can be, and
8 uniform. And make them as uniform or the same as
9 possible so they can stand out.

10 MS. ARMENTA: Sounds like the witness disputes
11 the translation.

12 INTERPRETER: The witness used a word so that
13 they can be identified, but the English culture, that
14 would not make an adequate interpretation as I believe
15 that the interpretation would be so that they would all
16 be --

17 THE WITNESS: So that the people become
18 familiarized with the restaurants. Whenever they enter
19 one restaurant or another, so that they are all the same
20 so that the people can identify them as one.

21 BY MR. SANDSTRUM:

22 Q. Since your purchase of the Rosecrans
23 restaurant, have your efforts and that of Claudia
24 developed substantial goodwill in the restaurants that
25 your company currently owns or licenses?

1 MS. ARMENTA: Could you read that back,
2 please.

3 (Record read.)

4 MS. ARMENTA: Objection. Assumes facts not in
5 evidence as to "purchase" as well as legal conclusion,
6 and it calls for a legal conclusion as to "goodwill."
7 And leading.

8 THE WITNESS: Yes, yes, we worked so that we
9 could achieve all that.

10 MR. SANDSTRUM: Can you read the answer back
11 real quick?

12 (Record read.)

13 BY MR. SANDSTRUM:

14 Q. When you say you worked to achieve all that,
15 what kind of work are you talking about?

16 A. What I have already answered many times.
17 Working towards making foods very fresh, economical,
18 making good food, good service, pretty places that also
19 look clean, a lot of other things. But there are things
20 that a restaurant -- everything that is required in a
21 restaurant.

22 Q. Have you invested in a lot of advertising for
23 your restaurants?

24 MS. ARMENTA: Objection. Leading and vague.

25 THE WITNESS: Since the case began, I continue

1 working, and I continue to do everything well. But I
2 don't spend any money on publicity. Before I did, not
3 anymore.

4 BY MR. SANDSTRUM:

5 Q. Prior to the time you purchased the Rosecrans
6 restaurant from your father, you worked for him, didn't
7 you, at the Rosecrans location?

8 A. Yes.

9 Q. At or around the time 1990, 1991 period, what
10 was your job responsibilities at that location?

11 A. I was manager in the afternoon shift.

12 Q. Do you have an understanding, before it was
13 called Santana's Mexican Food, that it had a different
14 name?

15 A. Two different names.

16 Q. What were those names?

17 A. First it was Alberto's and after that it was
18 Corona's.

19 Q. Why did they change the name Alberto's at the
20 Rosecrans location?

21 MS. ARMENTA: Objection. Calls for
22 speculation.

23 THE WITNESS: Because the owners of Alberto's
24 were not in agreement for -- they weren't in agreement
25 that we should sell fish tacos. That's why the name of

1 "Alberto's" was removed.

2 BY MR. SANDSTRUM:

3 Q. What was the name that was added?

4 A. Corona's.

5 Q. Do you know whose idea that was?

6 A. I don't remember exactly, but through what we
7 have seen throughout this case and everything that we
8 have talked about, it was an idea that was -- Benito was
9 the one that made the signs. Probably it was the idea
10 with my father and Benito. We all talked about it. We
11 decided on Corona's because it was -- we made -- it was
12 during a time when Corona had a lot of success. We
13 wanted to jump on that ship of publicity and
14 advertisement, but they took us down.

15 Q. Eventually that name "Corona" was removed,
16 right?

17 A. Yes.

18 Q. What was the name that was added after that?

19 A. Santana's.

20 Q. If you know, what was the first restaurant
21 name to use the "Santana's Mexican Food" name?

22 A. Rosecrans.

23 Q. What was the next restaurant?

24 A. Yucca Valley.

25 Q. Could we take a break.

1 MS. ARMENTA: Sure.

2 (Break taken.)

3 MR. SANDSTRUM: Back on the record.

4 Q. Before you purchased the Rosecrans restaurant
5 in January 1992, did your father own another restaurant
6 called Santana's Mexican Food?

7 A. Yes.

8 Q. What was that called?

9 A. Santana's Mexican Food.

10 Q. How far was that location from the Rosecrans
11 restaurant, if you know?

12 A. It's Yucca Valley, about 150 miles.

13 Q. I'm going to mark as Respondent's Exhibit --
14 what's the one you have there?

15 MS. ARMENTA: 22 is the last one here.

16 MR. SANDSTRUM: Respondent's Exhibit 23. It's
17 a servicemark principal register, United States Patent
18 and Trademark office.

19 (Exhibit No. 23 was marked for
20 identification and attached hereto.)

21 BY MR. SANDSTRUM:

22 Q. Can you tell me what that is? Are you
23 familiar with that document?

24 A. This is the register, one of the three
25 registers of the logo.

1 Q. For what?

2 A. Excuse me. For Santana's Mexican foods.

3 Q. Who is the registrant for that registration?

4 MS. ARMENTA: Objection. Document speaks for
5 itself, best evidence rule.

6 THE WITNESS: I am the owner of this register.

7 BY MR. SANDSTRUM:

8 Q. I'm going to show you the next document marked
9 as Respondent's Exhibit 24.

10 (Exhibit No. 24 was marked for
11 identification and attached hereto.)

12 BY MR. SANDSTRUM:

13 Q. Respondent's Exhibit 24, can you tell me what
14 this document is?

15 A. This is the register of Santana's Mexican Food
16 Es Muy Bueno.

17 Q. Mark as Respondent's Exhibit 25 another
18 one-page document.

19 (Exhibit No. 25 was marked for
20 identification and attached hereto.)

21 BY MR. SANDSTRUM:

22 Q. Can you tell me what this is?

23 A. This is the register for Santana's Mexican
24 Grill that I registered.

25 Q. Back in -- strike that.

1 Prior to filing a trademark application to
2 register exhibits we just talked about, servicemark
3 trademark registrations, did you notify your father that
4 you're doing that?

5 A. Yes.

6 Q. Did you tell your brother, Arturo Santana Lee?

7 A. Yes.

8 Q. Did you tell your brother, Pedro Santana Lee?

9 A. No.

10 Q. Did your father object that you were going to
11 register the name "Santana's Mexican Food"?

12 A. No.

13 Q. How about "Santana's Mexican Grill"?

14 A. No.

15 Q. How about the composite mark, Santana's
16 Mexican Food and Design?

17 A. No.

18 Q. How about did your brother ever object --

19 MS. ARMENTA: Objection. Vague.

20 BY MR. SANDSTRUM:

21 Q. Prior to you registering for filing the
22 trademark application to register the name "Santana's
23 Mexican Grill," did your brothers ever object to you
24 doing so?

25 MS. ARMENTA: Same objection.

1 THE WITNESS: No.

2 BY MR. SANDSTRUM:

3 Q. With respect to Respondent's Exhibit R 23,
4 registration No. 2682978, did your father have any
5 involvement with the creation of the logo that's shown
6 on that registration?

7 MS. ARMENTA: Objection. Misleading,
8 confusing.

9 THE WITNESS: My father had nothing to do with
10 the design.

11 BY MR. SANDSTRUM:

12 Q. Who created that design?

13 A. Claudia and Maite.

14 Q. Did your brother, Arturo Santana Lee, have
15 anything to do with the creation of the design --

16 A. No.

17 Q. -- hold on -- Respondent's Exhibit R 23?

18 MS. ARMENTA: Same objection. Calls for
19 speculation, lacks foundation.

20 THE WITNESS: No.

21 BY MR. SANDSTRUM:

22 Q. To your knowledge, did your brother, Arturo
23 Santana Lee, have any involvement of the creation of the
24 design located on Respondent's Exhibit 23?

25 MS. ARMENTA: Same objections.

1 THE WITNESS: No.

2 BY MR. SANDSTRUM:

3 Q. With respect to Respondent's Exhibit 23,
4 registration No. 2634976, who created the mark
5 "Santana's Mexican Grill," if you know?

6 A. Claudia and I.

7 Q. Has your company, Santana's Grill, Inc.,
8 continuously used the three service marks that we marked
9 as Exhibits R 23, 25, and 24 from the date of the
10 registration to the present?

11 MS. ARMENTA: Objection. Vague, compound,
12 confusing, misleading, and leading.

13 THE WITNESS: Yes.

14 BY MR. SANDSTRUM:

15 Q. From the date, looking at Respondent's
16 Exhibit 25, for the registration "Santana's Mexican
17 Food," has Santana's Grill, Inc. used this servicemark
18 from the time it was registered to the present?

19 A. Yes.

20 Q. Would that be the same answer for Respondent's
21 Exhibit 24, registration No. 263148, for Santana's
22 Mexican Food Es Muy Bueno?

23 A. Yes.

24 Q. Would that be the same for Respondent's
25 Exhibit 23 for the servicemark Santana's Mexican Grill?

1 A. Yes.

2 Q. I'm going to mark as Respondent's Exhibit 26
3 appears to be a menu item.

4 (Exhibit No. 26 was marked for
5 identification and attached hereto.)

6 BY MR. SANDSTRUM:

7 Q. Can you tell me what this is?

8 A. That's the restaurants' menu.

9 Q. By "restaurants'" what are you referring to?

10 A. My Santana's restaurants.

11 Q. How many are those?

12 A. Six.

13 Q. How long have those six restaurants been using
14 that menu or something similar thereto?

15 A. At least, minimum, 10 to 12 years.

16 Q. Let me rephrase the question. Has the six
17 restaurants that your company currently owns or licenses
18 used this menu -- the appearance of this menu or similar
19 appearance for the last 12 years?

20 A. Yes.

21 MS. ARMENTA: Objection. Leading.

22 BY MR. SANDSTRUM:

23 Q. I'm going to mark as Exhibit 27, Respondent's
24 Exhibit 27, it's another menu, and ask the witness if he
25 knows what this is.

1 (Exhibit No. 27 was marked for
2 identification and attached hereto.)

3 BY MR. SANDSTRUM:

4 Q. Have you seen that before?

5 A. Yes.

6 Q. What is that?

7 A. It's a menu that was made in '98 when we were
8 opening Midway.

9 Q. Did it have advertise -- does it have the
10 address of any of your restaurants?

11 A. Yes. It has the address of Morena, Rosecrans,
12 Midway, and Broadway, Arturo's restaurants.

13 Q. Why is Arturo's restaurant listed on your
14 menu?

15 A. Because we were opening the restaurants at the
16 same time and what I had said a lot of times, we were
17 trying to do everything together and increase in volume
18 and it was the agreement that we had made.

19 Q. What do you mean by "agreement"?

20 A. It was a word agreement that we had between us
21 that I was going to help him to open the restaurant with
22 training the employees and give him the menu that I had,
23 to help him to do all the registers. And I was the -- I
24 was responsible for the rental contract for ten years,
25 and that's why his name appears here.

1 Q. Look at the next exhibit, Respondent's
2 Exhibit 28. It's a two-page document titled "Guarantee
3 of Lease."

4 (Exhibit No. 28 was marked for
5 identification and attached hereto.)

6 BY MR. SANDSTRUM:

7 Q. If you look at Page 2, is this your signature?

8 A. Yes.

9 Q. Do you recognize the signature below yours?

10 A. That's Claudia.

11 Q. Claude who?

12 A. Claudia Santana.

13 Q. Do you recognize the address that's listed?

14 A. That was the address of the house where I was
15 living.

16 Q. Can you look at that document and tell me if
17 you're familiar with that document?

18 A. Yes. It's the renting -- it's the rental
19 agreement from Broadway.

20 Q. Is that the document that made you obligated
21 on your brother's rental lease?

22 A. Yes.

23 MS. ARMENTA: Objection. Leading, calls for a
24 legal conclusion, document speaks for itself.

25 MR. SANDSTRUM: That's what I --

1 MS. ARMENTA: Don't ask him questions about
2 what it means.

3 MR. SANDSTRUM: I wasn't asking what it means.
4 I was asking what it was.

5 MS. ARMENTA: It's just a guarantee, not a
6 lease in terms of the document itself.

7 BY MR. SANDSTRUM:

8 Q. Are you familiar -- strike that.

9 At the time -- do you know when 411 Broadway,
10 El Cajon restaurant was opened?

11 A. It was '97; '97, '98.

12 Q. Who was the owner of that restaurant?

13 A. Arturo.

14 Q. Arturo who?

15 A. Arturo Santana Lee.

16 Q. Was he an employee of yours at this time?

17 A. Yes.

18 MS. ARMENTA: Objection. Calls for a legal
19 conclusion, lacks foundation.

20 MR. SANDSTRUM: The W-2 will speak for itself,
21 I guess.

22 MS. ARMENTA: Objection. Move to strike
23 answer from counsel.

24 BY MR. SANDSTRUM:

25 Q. Did you have any agreement with your brother,

1 Arturo Santana Lee, with respect to his ability to use
2 the name "Santana's Mexican Grill" at the 411 El Cajon
3 restaurant?

4 A. What I said that we had talked about when he
5 was going to open the restaurant, I told him that we
6 could do everything and that the benefit to myself was
7 going to be in the volume of what we were going to
8 manage. That was going to be my benefit, but at no time
9 did he have any right over the name at that time.

10 Q. I'm going to look at my notes real quick.

11 COURT REPORTER: Off the record?

12 MR. SANDSTRUM: Yeah.

13 (Off the record.)
14

15 EXAMINATION

16 BY MS. ARMENTA:

17 Q. Mr. Sandstrum asked you some questions about
18 whether or not your father objected to any aspect of the
19 way you have run the restaurants.

20 Do you remember those questions?

21 A. Yes.

22 Q. Did your father compliment you on the way that
23 you ran your restaurants?

24 MR. SANDSTRUM: Vague and ambiguous,
25 irrelevant, overbroad.

1 THE WITNESS: What do you mean when you were
2 saying --

3 BY MS. ARMENTA:

4 Q. In the last 12 or more years that you've been
5 in the restaurant business, was there ever a time that
6 your father told you that he was proud of the way you
7 were running the restaurants?

8 MR. SANDSTRUM: Objection. Irrelevant, it's
9 vague and ambiguous, overbroad.

10 THE WITNESS: Probably at one time. But also
11 at one time they asked him whether he could possibly
12 imagine that one of his sons would be able to achieve --
13 would be able to live where I lived, and he said that he
14 never even imagined that one of his sons or children
15 could even have been a gardener in the place where I was
16 living.

17 BY MS. ARMENTA:

18 Q. So by that story, are you telling me that that
19 was your father's way of explaining that he was very
20 proud of the success that you achieved?

21 MR. SANDSTRUM: Calls for speculation.

22 THE WITNESS: Probably.

23 BY MS. ARMENTA:

24 Q. Did your father ever eat at any of your
25 restaurants, to your knowledge?

1 MR. SANDSTRUM: Overbroad.

2 THE WITNESS: Yes.

3 BY MS. ARMENTA:

4 Q. Did he ever complain about the food?

5 A. No, not to me.

6 Q. Did he ever tell you he liked it?

7 A. No.

8 Q. What did he tell you, if anything, about the
9 food?

10 A. None.

11 Q. Did he ever tell you anything -- strike that.

12 In the last, say, 12 or so years that you have
13 been in the restaurant business, can you remember any
14 time that your father told you that he was proud or he
15 liked the way that you ran any aspect or any part of
16 your restaurant business?

17 MR. SANDSTRUM: Objection. Vague and
18 ambiguous, overbroad, lacks foundation.

19 THE WITNESS: No, I don't remember that he
20 ever said that to me.

21 BY MS. ARMENTA:

22 Q. You don't remember him ever making a comment
23 to you about your restaurant business?

24 A. That it was good; that everything was fine.

25 Q. So he conveyed to you his viewpoint that the

1 way you were running your restaurants was good?

2 MR. SANDSTRUM: Objection. It's overbroad,
3 vague and ambiguous, vague as to time.

4 THE WITNESS: No.

5 BY MS. ARMENTA:

6 Q. What did you mean when you said it was good?

7 A. He did not compliment to me. He said it was
8 fine, it was good. But like you're saying, he never
9 complimented me.

10 Q. So what you're saying is what he conveyed to
11 you was the way you were running your business was fine;
12 is that right?

13 MR. SANDSTRUM: Vague and ambiguous, overbroad
14 as to time.

15 THE WITNESS: Yes.

16 BY MS. ARMENTA:

17 Q. Can you remember at what point during your
18 operation of these several restaurants your father
19 conveyed that sentiment to you?

20 MR. SANDSTRUM: Same objections.

21 THE WITNESS: No, no, I don't remember.

22 BY MS. ARMENTA:

23 Q. Was it more than once?

24 A. I don't think so.

25 Q. So in 12 years you're telling me that your

1 father only told you once that the way you were running
2 your restaurants was fine?

3 MR. SANDSTRUM: Misstates testimony.

4 THE WITNESS: Yes, I think so. Maximum,
5 twice.

6 BY MS. ARMENTA:

7 Q. Did you do anything in terms of running your
8 restaurants that you thought your father would not like
9 or would object to?

10 MR. SANDSTRUM: That calls for speculation,
11 it's irrelevant.

12 THE WITNESS: I was making decisions, mine. I
13 wasn't thinking about what my father was thinking. I
14 was thinking about the decisions that I would make about
15 my business, nothing else.

16 BY MS. ARMENTA:

17 Q. While I appreciate that answer, I have to move
18 to strike it as nonresponsive.

19 MR. SANDSTRUM: I think it's very responsive.

20 MS. ARMENTA: Ms. Reporter, could you read
21 back the last question, please.

22 (Record read.)

23 MR. SANDSTRUM: Same objections.

24 THE WITNESS: I think I did answer what was
25 asked; that if whether, what he thought whether I was

1 taking considering it, taking into account --

2 BY MS. ARMENTA:

3 Q. I'm not asking about that.

4 MR. SANDSTRUM: Let him finish his answer.

5 MS. ARMENTA: For the record, counsel's
6 shouting.

7 MR. SANDSTRUM: Well, I think the Judge would
8 be quite amused.

9 Go ahead.

10 MS. ARMENTA: I don't know what your problem
11 is, but I'm speaking very slowly and I'm giving the
12 interpreter time to translate. And I'm trying to get a
13 clear record. There's no reason to get upset.

14 MR. SANDSTRUM: I'm not upset.

15 MS. ARMENTA: I didn't do any of that during
16 the time that you were asking questions. I'm entitled
17 to cross-examination.

18 MR. SANDSTRUM: I absolutely agree.

19 MS. ARMENTA: If it makes you uncomfortable --
20 Ms. Reporter, can you read --

21 MR. SANDSTRUM: What makes me uncomfortable is
22 when you cut the witness' testimony off.

23 MS. ARMENTA: You spent all morning cutting
24 off your own client's testimony because you were asking
25 questions so quickly.

1 MR. SANDSTRUM: Here we go. Trademark
2 attorney, here we are. She has done this over and over
3 again.

4 MS. ARMENTA: Just make an objection and we
5 will move on.

6 MR. SANDSTRUM: I'm asking you to now.

7 MS. ARMENTA: Ms. Reporter, could you please
8 read back the question.

9 MR. SANDSTRUM: Quite interesting.

10 (Record read.)

11 MR. SANDSTRUM: Same objections.

12 BY MS. ARMENTA:

13 Q. Given your answer, let me try to re-ask the
14 question. Perhaps I was unclear.

15 Can you think of anything in the last 12 years
16 that you've done in terms of running your restaurants
17 that you believe your father does or did not like?

18 MR. SANDSTRUM: Calls for speculation, it's
19 irrelevant, immaterial.

20 THE WITNESS: I don't know. I don't know the
21 answer to the question that you're asking. I don't know
22 what he might have thought.

23 BY MS. ARMENTA:

24 Q. How old are you?

25 A. 38 years old.

1 Q. So you've known your father for 38 years at
2 least, right?

3 A. Correct.

4 Q. And you were in the restaurant business with
5 your father for some years; is that right?

6 A. (No audible response.)

7 Q. For some amount of years?

8 A. Yes.

9 Q. Now, when your father owned the Rosecrans
10 location, did that location have a drive-thru?

11 A. Yes.

12 Q. Was there a menu located outside of the
13 drive-thru so that vehicles approaching the drive-thru
14 window could order?

15 A. Yes.

16 Q. During the same time period, focusing on the
17 time period that your father owned the restaurant and
18 you worked there as an employee, did the Rosecrans
19 restaurant serve fresh food?

20 A. Yes.

21 Q. And was it Mexican food?

22 A. Yes.

23 Q. And did it strive to achieve price points that
24 were low enough such that the food was attractive to the
25 public?

1 MR. SANDSTRUM: Objection. Vague and
2 ambiguous.

3 THE WITNESS: Yes.

4 BY MS. ARMENTA:

5 Q. During the time that you worked the afternoon
6 shift at the Rosecrans location while your father still
7 owned it, did you ensure that the restaurant was
8 maintained in a clean condition?

9 A. Yes.

10 Q. During the same time period, did you make sure
11 that there was good service offered to the consuming
12 public?

13 A. Correct.

14 Q. At the same time, did you ensure that there
15 was good food offered to the consuming public?

16 A. Yes.

17 Q. Has there been a time in the recent last year
18 that you asked your father, either to your father
19 directly or indirectly through your mother, to give you
20 the trademarks that are at issue in this case?

21 MR. SANDSTRUM: This is an objection. It's
22 compound, it violates potential settlement communication
23 privileges applicable by federal law.

24 THE WITNESS: To be more exact, what I asked
25 for, to back off from the case, retire from the case and

1 to let us fight it out; that would be Arturo Santana,
2 Arturo Castaneda, and myself. That, I did ask him.

3 BY MS. ARMENTA:

4 Q. Did you have any settlement discussions with
5 your father about trying to resolve this case in between
6 the two of you where lawyers weren't present?

7 A. There were no lawyers.

8 Q. Did you have any settlement discussions with
9 him?

10 MR. SANDSTRUM: Vague and ambiguous as to what
11 you mean by "settlement."

12 THE WITNESS: Yes, we did talk. We did talk
13 about that, my father and I.

14 BY MS. ARMENTA:

15 Q. How long ago was that?

16 A. When I finished getting divorced.

17 Q. Is it true that you acknowledged to your
18 father that your father was the true owner of the mark
19 Santana's Mexican Food or Santana's Mexican Food Es Muy
20 Bueno?

21 A. No.

22 Q. Now, either at the time that you started
23 opening the restaurants or at the time that you first
24 acquired Rosecrans, did you ever have discussions with
25 your father about where your restaurants were going to

1 be located geographically?

2 MR. SANDSTRUM: Object. It's compound.

3 THE WITNESS: No. As a matter of fact, when I
4 opened -- I opened restaurants, and he didn't know when
5 or where, but he never went over there. He never said,
6 Oh, what a nice restaurant, it really turned out well.

7 BY MS. ARMENTA:

8 Q. Do you have any restaurants that are outside
9 of San Diego County?

10 A. No.

11 Q. You said before that all of your restaurants
12 used -- I heard this wrong -- both Santana's Mexican
13 Grill and Santana's Mexican Food; is that accurate?

14 MR. SANDSTRUM: Vague as to time.

15 THE WITNESS: Yes, yes, both names are used.

16 BY MS. ARMENTA:

17 Q. So let's take an example of the Rosecrans
18 restaurant; that's also sometimes called the Point Loma
19 restaurant, correct?

20 A. Correct.

21 Q. That restaurant has a sign on its roof outside
22 that says Santana's Mexican Food, right?

23 A. Yes. It doesn't have it anymore, but it did
24 used to.

25 Q. What kind of sign does it have now?

1 A. It doesn't have any right now.

2 Q. Does it have any exterior signage?

3 A. There's one that says Santana's Mexican Food.

4 Q. You're talking about the Point Loma
5 restaurant?

6 A. Correct.

7 Q. Is there anything at the Point Loma
8 restaurant, the Rosecrans restaurant either on signage
9 or on marketing or menus that contains the words
10 Santana's Mexican Grill?

11 MR. SANDSTRUM: Compound. Just to clarify the
12 record, Point Loma and Rosecrans are one and the same.

13 MS. ARMENTA: Agreed.

14 THE WITNESS: The menus inside say Santana's
15 Mexican Grill.

16 BY MS. ARMENTA:

17 Q. Do the menus for all of your restaurants say
18 Santana's Mexican Grill?

19 MR. SANDSTRUM: Now or when; anytime?

20 MS. ARMENTA: Now.

21 THE WITNESS: I think so, but I'm not
22 100 percent sure.

23 BY MS. ARMENTA:

24 Q. And then as for exterior signage, some
25 restaurants say Santana's Mexican Food and some say

1 Santana's Mexican Grill; is that right?

2 MR. SANDSTRUM: Objection. Vague and
3 ambiguous.

4 THE WITNESS: Correct.

5 BY MS. ARMENTA:

6 Q. Why do you have different names for your
7 restaurants?

8 MR. SANDSTRUM: Objection. Misstates
9 testimony.

10 THE WITNESS: Because the names are mine.

11 BY MS. ARMENTA:

12 Q. Is there a difference in the quality of food
13 for the menus between restaurants that have exterior
14 signage that say Santana's Mexican Food versus those
15 that say Santana's Mexican Grill?

16 A. No.

17 Q. So, in your viewpoint, your attempt is to run
18 all seven of these restaurants, six plus the one about
19 to be opened, in a uniform and consistent fashion; is
20 that right?

21 A. Correct.

22 Q. Is there some reason that some of the
23 restaurants say Santana's Mexican Food and some of them
24 say Santana's Mexican Grill?

25 A. Yes.

1 Q. What's the reason?

2 A. I want them to know that both names mean the
3 same.

4 Q. How does someone -- how do you intend to
5 communicate to the public that Santana's Mexican Food is
6 the same restaurant as Santana's Mexican Grill?

7 MR. SANDSTRUM: Object. Vague and ambiguous,
8 lacks foundation.

9 THE WITNESS: Because people, when they come
10 to my restaurants, the people distinguish my restaurants
11 through the colors, through the uniforms, and by the
12 decoration inside. So they know that it's the same
13 restaurant.

14 BY MS. ARMENTA:

15 Q. What are the colors that you have chosen for
16 your restaurant?

17 A. The ones that you can see in the photos.

18 Q. Tell me. I need it for the record.

19 A. White and terra cotta.

20 Q. And the white and terra cotta are in terms of
21 the color of the paint of the building; is that right?

22 A. Correct.

23 Q. Are there other colors you've selected for
24 your restaurant?

25 A. In the past there were other colors, but I

1 changed them on purpose.

2 Q. So you're telling me that you chose the white
3 and terra cotta to use consistently on the exterior of
4 your restaurants; is that right?

5 A. Correct.

6 Q. Did you also select blue and green lettering
7 to use for the words that are on the exterior signage?

8 A. The colors of the logo, yes.

9 Q. I'm not talking about the sawtooth design.
10 I'm talking about the words. Did you also select blue
11 and green to use for the words that are located on the
12 signage throughout all of your restaurants?

13 A. Yes.

14 Q. And you're telling me that the selection of
15 these colors was your idea; is that right?

16 A. Yes.

17 Q. Let me show you Respondent's -- I'm sorry.
18 Petitioner's Exhibit No. 5. Turning to the bottom
19 photos, do you recognize any people in that photograph?

20 A. It's Arturo, my Uncle Servando -- my Uncle
21 Servando and my Aunt Blanca.

22 Q. Do you recognize what restaurant they are
23 standing in front of in that picture?

24 A. Yucca Valley.

25 Q. What colors would you say are painted on that

1 restaurant in that photograph?

2 A. On the building it's green, orange, and blue,
3 but I'm also looking in the other photo --

4 Q. I'm going to ask you about that photo.

5 A. Well, let me answer.

6 Q. Please.

7 A. "Santana's" Santana's is green, "Es Muy Bueno"
8 is green, "Mexican Food" is blue.

9 Q. What colors are depicted on the top
10 photograph?

11 A. The "Santana's" is green.

12 Q. Uh-huh.

13 A. The "Es Muy Bueno" is green, "Mexican Food" is
14 blue.

15 Q. So the lettering is in blue and green. Are
16 there any other colors for the lettering?

17 A. No.

18 Q. And the building has got an orange color?

19 A. Yes.

20 Q. It's got some white on it and it's got some
21 blue on it?

22 A. No, it doesn't have any white.

23 Q. Did you have any participation in selecting
24 the colors that appear in the photographs on
25 Petitioner's Exhibit No. 5?

1 A. No.

2 Q. How old were you when the Yucca Valley
3 restaurant opened, if you know?

4 A. It was in '80 -- '80 what?

5 Q. I can't testify.

6 A. I was about 18, I think; 18, 19.

7 Q. Were you living in the United States at that
8 time?

9 A. I lived here in San Diego.

10 Q. Did you attend high school in San Diego?

11 A. One year.

12 Q. What year?

13 A. In '88, '88.

14 Q. What high school?

15 A. No, no, no. It was '87 when I went.

16 Q. Was it your senior year or junior year?

17 A. I didn't finish high school.

18 Q. Did you attend that high school for an entire
19 school year?

20 A. Yes.

21 Q. Did you take your classes in English or
22 Spanish?

23 A. I would take English as second language.

24 Q. Can you read any English?

25 A. Yes.

1 Q. You're more comfortable testifying in Spanish
2 today?

3 A. Yes.

4 Q. To your knowledge, did your father attend any
5 school in the United States?

6 A. I think so.

7 Q. Do you know one way or the other?

8 A. I understand that when he was very little in
9 Santa Barbara, he went to school half a year, something
10 like that. That they would talk.

11 Q. Does your father speak English?

12 A. Yes.

13 Q. How well?

14 A. Well.

15 Q. Can he read English?

16 A. Yes. He can a little bit less than me, but he
17 can.

18 Q. When you caused Santana's Grill, Inc. to seek
19 federal trademark registrations, you indicated
20 previously that you notified your dad before seeking to
21 register those marks; do you remember that?

22 A. When you say "notify," it was very formal. I
23 spoke with him and I talked to them, correct. I talked
24 to them about how I was going forward with the register.

25 Q. To whom?

1 A. My father and Arturo.

2 Q. Why?

3 A. Because it was very important to register the
4 name.

5 Q. Why would you tell your father?

6 A. So that he would know that I was registering
7 it, and if he was not in agreement, then he could tell
8 me.

9 Q. At that time, did you tell your father that
10 you intended to file a lawsuit against your brothers and
11 Arturo Castaneda?

12 MR. SANDSTRUM: Objection. Calls for
13 speculation, assumes facts not in evidence.

14 THE WITNESS: I did not know. I did not know
15 what was going to happen. I was just beginning to
16 register them. I didn't know what was going to happen.
17 BY MS. ARMENTA:

18 Q. I'm just asking what was said between you and
19 your father. So, at the time that you told your father
20 about the registrations, did you tell him that you were
21 going to file a federal lawsuit against your brothers
22 and Arturo Castaneda?

23 MR. SANDSTRUM: I'm going to object as
24 argumentative, asked and answered.

25 THE WITNESS: No.

1 BY MS. ARMENTA:

2 Q. As you sit here today, do you think your
3 father's reaction to your indication that you wanted to
4 register federal trademarks would have been different if
5 you had told him that you were going to sue your
6 brothers and Arturo Castaneda?

7 MR. SANDSTRUM: Objection. Calls for
8 speculation, assumes facts not in evidence, it's
9 irrelevant, assumes that he had that pre-thought.

10 THE WITNESS: I can't know what would have --
11 what would have happened. I'm not a magician.

12 BY MS. ARMENTA:

13 Q. Did your father ever suggest to you -- strike
14 that.

15 So I'm going to show you first
16 Respondent's 25, that's the registration for Santana's
17 Mexican Grill. I think you already testified to this; I
18 apologize for going over it again.

19 But on which restaurant did the words
20 "Santana's Mexican Grill" first appear?

21 MR. SANDSTRUM: That's asked and answered.

22 THE WITNESS: In the restaurant on Broadway;
23 that was Arturo Santana's.

24 BY MS. ARMENTA:

25 Q. Let me show you Respondent's 23, which is the

1 servicemark registration 2682978. Now, in terms of the
2 sawtooth pattern that's located above and below -- of
3 the triangular pattern that appears above and below the
4 word "Santana's," isn't it true that the Yucca Valley
5 restaurant already had a sign with that triangular
6 pattern before the time Claudia and Maite worked on the
7 logo?

8 A. No. I don't know why you say that. Where do
9 you get that that logo was like that before?

10 Q. From the sworn testimony of your father.

11 MR. SANDSTRUM: Objection. Move to strike
12 counsel's testimony.

13 MS. ARMENTA: He asked me a question.

14 MR. SANDSTRUM: You're not testifying.

15 MS. ARMENTA: He asked me a question.

16 MR. SANDSTRUM: Well, you are now. My Lord.

17 Amazing.

18 BY MS. ARMENTA:

19 Q. So did you sit here when your father was
20 testifying a couple of months ago?

21 A. Yes.

22 Q. Do you know one way or another whether or not
23 the Yucca Valley restaurant had a sign that had
24 triangles on it similar to what's depicted in
25 Respondent's 23 prior to the time Maite and Claudia

1 worked on the logo?

2 A. No.

3 Q. Now, let me show you -- let me ask you more
4 about that one. That one says Santana's Mexican Food.
5 Now, prior to the time that Claudia and Maite worked on
6 the logo, were there any restaurants in existence that
7 had the words Santana's Mexican Food?

8 A. Yes.

9 Q. Which restaurants were those?

10 A. It was Rosecrans and Yucca Valley, Morena was
11 already there, too. Those were the ones that were
12 already there that used them before.

13 Q. Let me show you Respondent's 24.

14 Prior to the time that you acquired any
15 interest in the Rosecrans restaurant, were there any
16 restaurants that had the name "Santana's Mexican Food"
17 on them?

18 MR. SANDSTRUM: Object as asked and answered.

19 THE WITNESS: Yes. Yucca Valley.

20 BY MS. ARMENTA:

21 Q. Do you know one way or another whether Yucca
22 Valley was using the phrase "Es Muy Bueno" in connection
23 with restaurant services prior to the time that you
24 acquired interest in Rosecrans?

25 A. I believe so. I believe that they used it,

1 too.

2 Q. Now, let me ask you a little bit about your
3 ownership of the Rosecrans restaurant. I understand
4 that at first your father, Arturo Santana, owned that
5 restaurant; is that right?

6 A. Correct.

7 Q. And then you explained that the ownership was
8 transferred to you and Claudia at some point roughly
9 1991 or 1992; is that right, '91 or '92?

10 A. Correct. He didn't -- trust me (In English).
11 He didn't transfer it to me; he sold it to me.

12 Q. So roughly 1991 or 1992?

13 A. '92.

14 Q. So '92 you and Claudia became the owners of
15 the Rosecrans restaurant; is that right?

16 A. Yes.

17 Q. Now, at that time, you agree, don't you, that
18 the Yucca Valley restaurant was already in existence,
19 right?

20 A. Yes.

21 Q. Now, after you acquired -- you and Claudia
22 acquired Rosecrans, then later you formed the company
23 Santana's Grill, Inc., right?

24 A. Yes.

25 Q. And that company was formed in 1998, right?

1 A. Correct.

2 Q. And I'll show you Exhibit No. 1 in your
3 ex-wife's deposition.

4 Is that the articles of incorporation for
5 Santana's Grill, Inc.?

6 A. Yes.

7 Q. How, if you did, did you transfer the
8 ownership of the Rosecrans restaurant from you and
9 Claudia to the corporation called Santana's Grill, Inc.?

10 MR. SANDSTRUM: Object. Calls for a legal
11 conclusion.

12 THE WITNESS: I don't know. I'm not a lawyer.
13 I don't know about those things. I hired a lawyer and
14 the accountant. The accountant recommended that I
15 incorporate, but I don't know how they did those things.

16 BY MS. ARMENTA:

17 Q. Did you or Claudia ever sign any kind of a
18 document that transferred ownership of the Rosecrans
19 restaurant from the two of you to the corporation?

20 A. Probably. If it was required to legally do
21 that, everything was done through attorneys. And we
22 just did what they told us to do and we went about doing
23 it.

24 Q. Do you have any specific knowledge?

25 A. No.

1 Q. Do you have any specific knowledge of either
2 you or Claudia executing an assignment of any trademark
3 rights or any servicemark rights?

4 INTERPRETER: I'm sorry could you please
5 clarify "assignment."

6 MS. ARMENTA: I'll use the word "transfer."

7 Q. Do you have any specific recollection of you
8 or Claudia transferring any rights to the mark Santana's
9 Mexican Grill or Santana's Mexican Food from you and
10 Claudia to the corporation, Santana's Grill, Inc.?

11 MR. SANDSTRUM: Objection. Calls for a legal
12 conclusion, compound.

13 THE WITNESS: No.

14 BY MS. ARMENTA:

15 Q. When you first formed Santana's Grill, Inc.,
16 the corporation, did you fund that corporation with any
17 money?

18 MR. SANDSTRUM: Objection. Irrelevant.

19 THE WITNESS: Yes. An account had to be
20 opened and money -- monies had to be deposited into that
21 account.

22 BY MS. ARMENTA:

23 Q. Do you agree that the words Santana's Mexican
24 Food were used in connection with restaurant services
25 before the time that you or Claudia first used those

1 words?

2 MR. SANDSTRUM: Vague and ambiguous.

3 THE WITNESS: Yes.

4 MS. ARMENTA: I don't have any further
5 questions.

6 MR. SANDSTRUM: I have one or two. I'm just
7 going to take a quick break, five minutes.

8 MS. ARMENTA: Okay.

9 (Break taken.)

10 MR. SANDSTRUM: Back on the record.

11

12 FURTHER EXAMINATION

13 BY MR. SANDSTRUM:

14 Q. What is the main way, in your opinion, that
15 your customers recognize one of your restaurants?

16 MS. ARMENTA: Objection. Calls for expert
17 testimony.

18 MR. SANDSTRUM: It's his opinion; how could
19 opinion -- an expert testify as to opinion?

20 MS. ARMENTA: Lacks foundation, calls for
21 speculation.

22 THE WITNESS: Because the people identify --
23 people no longer read what is in the middle. People
24 identify --

25 INTERPRETER: The interpreter needs to clarify

1 a term.

2 THE WITNESS: People identify the triangles,
3 the design, the design of triangles. And I prove that
4 when I made some raffles of some trips to Cabo and I
5 went and I put the same triangle design and people
6 thought that it said Santana's. People weren't reading
7 it and it said something else. But people identify the
8 triangle design.

9 BY MR. SANDSTRUM:

10 Q. So, when you're pointing to the document,
11 you're pointing to Respondent's Exhibit 26 which
12 contains your company logo?

13 A. Correct, and the menu.

14 MR. SANDSTRUM: That's it for me.

15 MS. ARMENTA: Okay. Just one follow-up.

16

17 FURTHER EXAMINATION

18 BY MS. ARMENTA:

19 Q. What restaurant is depicted in
20 Respondent's 18.

21 A. Morena.

22 Q. Is there -- what did you translate for
23 "grengas" (In Spanish)?

24 INTERPRETER: Triangular.

25 BY MS. ARMENTA:

1 Q. Is there a triangular design located on the
2 signage of this restaurant?

3 A. No.

4 MR. SANDSTRUM: She is pointing to the first
5 page of Respondent's Exhibit 18.

6 BY MS. ARMENTA:

7 Q. What restaurant is depicted in
8 Respondent's 19?

9 A. Midway.

10 Q. On the exterior signage of that restaurant,
11 first page of Respondent's Exhibit 19, are there any
12 triangular patterns on that?

13 A. No.

14 MS. ARMENTA: No questions.

15 MR. SANDSTRUM: All right. We are going to do
16 the similar stip that we did today. We're stipulating
17 that the original transcript gets shipped to me, as soon
18 as you can get it to me, and I will have the witness
19 read and sign it. We're going to waive any requirement
20 that it be signed in front of a notary or somebody
21 authorized to administer an oath.

22 And we are going to stipulate that should we
23 need additional amendments to the stipulation to comply
24 with the Trademark Trial Appeals Board rules and
25 regulations in connection with this transcript, we can

1 make those amendments.

2 And then we're going to waive the requirement
3 that the court reporter has to put the exhibits in a
4 sealed envelope and send them off to the trademark
5 office. The attorneys for the parties in these
6 proceedings will go ahead and submit their own
7 transcripts of the testimony taken to the trial --
8 Trademark Trial and Appeals Board.

9 Anything else?

10 MS. ARMENTA: Anything like that. So
11 stipulated.

12 MR. SANDSTRUM: With all these transcripts, if
13 they're not signed, a certified can be used in lieu of
14 the original.

15 MS. ARMENTA: Agreed.

16 COURT REPORTER: Counsel, do you need a copy
17 of this also?

18 MS. ARMENTA: Yes.

19 (Deposition concluded at 1:00 p.m.)
20
21
22
23
24
25

* * *

I, THE UNDERSIGNED, DECLARE THAT THE ABOVE-MENTIONED
TRANSCRIPT WAS TRANSLATED TO THE BEST OF MY ABILITY
BEFORE THE UNDERSIGNED DEPONENT.

EXECUTED ON THE DAY OF , 20 .

TRANSLATOR/INTERPRETER

* * *

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS
OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE
AND CORRECT.

EXECUTED ON THE 12 DAY OF May , 2008

A handwritten signature in black ink, appearing to read 'Abelardo Santana', is written over a horizontal line. The signature is stylized with loops and a large 'A'.

ABELARDO SANTANA

* * *

I, THE UNDERSIGNED, DECLARE THAT THE ABOVE-MENTIONED
TRANSCRIPT WAS TRANSLATED TO THE BEST OF MY ABILITY
BEFORE THE UNDERSIGNED DEPONENT.

EXECUTED ON THE DAY OF , 20 .

TRANSLATOR/INTERPRETER

* * *

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS
OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE
AND CORRECT.

EXECUTED ON THE DAY OF , 20 .

ABELARDO SANTANA

1
2
3
4 I, the undersigned, a Certified Shorthand
5 Reporter of the State of California, do hereby
6 certify:

7 That the foregoing proceedings were taken
8 before me at the time and place herein set forth; that
9 any witnesses in the foregoing proceedings, prior to
10 testifying, were placed under oath; that a verbatim
11 record of the proceedings was made by me using machine
12 shorthand which was thereafter transcribed under my
13 direction; further, that the foregoing is an accurate
14 transcription thereof.

15 I further certify that I am neither
16 financially interested in the action nor a relative or
17 employee of any attorney of any of the parties.

18 IN WITNESS WHEREOF, I have this date
19 subscribed my name.

20
21 Dated: APR 23 2008

22
23 

24
25 WINDY D. ANDERSEN
Certificate No. 12135

Respondent's Exhibit 10



City of San Diego
BUSINESS TAXES SECTION
P.O. Box 121536
San Diego, California 92112

Business Tax Certificate No.
86015722

Effective Date
of Change: X

REPORTING CHANGE IN:

ZUC NO.

(Please check all applicable)

- ☐ LOCATION
☐ OWNERSHIP TYPE ON EXISTING BUSINESSES
☐ ACTIVITY CODE
☐ EMPLOYEE COUNT: From _____ to _____

OWNER'S NAME: CLAUDIA VALLARTA-SANTANA

BUSINESS NAME: SANTANA'S MEXICAN FOOD

☐ LOCATION
PREVIOUS BUSINESS ADDRESS
(required for reporting the
change of location only)

CURRENT BUSINESS ADDRESS:

NUMBER 1480 STREET ROSECRANS ST. SUITE _____
CITY SAN DIEGO STATE CA ZIP CODE 92106 PHONE # (619) 226-8745

CURRENT MAILING ADDRESS:

NUMBER _____ STREET _____ SUITE _____
CITY _____ STATE _____ ZIP CODE _____ PHONE # _____

☐ OWNERSHIP TYPE: (Check box if reporting change of ownership type only)

- ☐ Sole to Partnership ☐ Sole to Corporation
☐ Partnership to Sole ☐ Partnership to Corporation
☐ Corporation to Sole ☐ Corporation to Partnership

*Please list below the names and full residence addresses of partners or corporate officers of your business. If deleting,
use letter "D" in box and if adding partner or corporate officer, use "A" in box.

☒ Name: ARTURO SANTANA

Residence Address: _____

S.S. or Fed. Emp. I.D. No.
95-4083523

☐ Name: _____

Residence Address: _____

S.S. #

☐ Name: _____

Residence Address: _____

S.S. #

☐ PRINCIPAL BUSINESS ACTIVITY CODE New Principal Business Activity Code:
(use the business listing category)

Describe in detail activities to be conducted on the premise, including any products or services provided:

Seller's Permit # _____ Current State Contractor's License # _____

(Seller's Permit may be obtained from the State Board of Equalization, 237-7733.)

(State Contractors License may be obtained from the State Contractors Bureau, 455-0237, and is required from all contractors.)

[Signature]
OWNER'S SIGNATURE

1-27-92
DATE

(PLEASE FILL OUT IN DUPLICATE AND RETAIN ONE COPY)

FOR OFFICE USE ONLY

Zoning fee required: YES _____ NO _____
(circle one)

Payment Date _____ Total Paid _____ Total Owed _____

TR-1027 (Rev. 6-89)

Case No. 92043152

RESPONDENT'S EXHIBIT NO. 10
GALLEGO V. SANTANA'S

SG00053

SG00053

Respondent's Exhibit 11

October 11, 1991

Dr. George Farres
3358 F. Street
San Diego, California 92102

Dear Dr. George Farres:

This is the letter of what we agreed to do in our conversation today regarding the contract for rent of the property located at 1480 Rosecrans Street corner with Hugo.

Term of lease: Five (5) years; with an option to extend for five (5) more.

Rent: Rent to be \$3,500.00 per month starting January 7th, 1992 and to remain the same for this year.
2nd year;
Starting January 7th, 1993 rent to be \$4,000.00 per month and to remain the same for this year.
3rd, 4th & 5th year;
There will be a 5% percent increase annually for each year.

Before the 5th year is over (1996) we will get together to discuss about the 5 year option.

Lease document: The lease is to be an INDUSTRIAL/COMMERCIAL LEASE, NNN (Triple Net).

Premises: Premises are to be taken in it's PRESENT CONDITION (AS IS), including all equipment and building.

Very truly yours,

C. V. de Santana
CLAUDIA VALLARTA-SANTANA

Dr. George Farres A *Abelardo Santana* *C. V. de Santana*
DR. GEORGE FARRES ABELARDO SANTANA CLAUDIA VALLARTA-SANTANA

All terms & conditions of previous 12-10-91
Lease are in Effect.

C. V. de Santana *G. L. Farres*

Respondent's Exhibit 12



RESPONDENT'S EXHIBIT NO. 12
GALLEGO V. SANTANA'S

Case No. 92043152



... Es Muy Bueno

HOME OF FAMOUS
CALIFORNIA
BURRITO



... Es Muy Bueno



... Es Muy Bueno

**HOME OF FAMOUS
CALIFORNIA
BURRITO**



... Es Muy Bueno

**HOME OF FAMOUS
CALIFORNIA
BURRITO**



Respondent's Exhibit 13

GREGORY J. SMITH
RECORDER/COUNTY CLERK

COUNTY OF SAN DIEGO
1600 PACIFIC HIGHWAY, RM. 260
P.O. BOX 121750 SAN DIEGO, CA 92112-1750
(619) 237-0502

FILED

#2003-020527

JUN 24 2003
13:32

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER

FEES: 17.00
EXPIRES: JUN 24 2004
THIS SPACE FOR USE OF RECORDER/COUNTY CLERK
DEPUTY: COUNT007

PLEASE PRINT/TYPE
INFORMATION
AND RETURN ENTIRE FORM

SEE BACK OF FORM
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME
FILED ON SAME STATEMENT AND DOING -
BUSINESS AT THE SAME LOCATION
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS
OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S): ☐ Renewal Notification is an additional \$5.00 fee

a. SANTANAS MEXICAN FOOD

b. _____

(2) LOCATED AT: 1525 MORENA BLVD. SAN DIEGO, CA 92116
(Must have Street Address of Business including City, State, and Zip - P.O. Box not acceptable)

Mailing Address: _____ (Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A. ☐ An Individual E. ☐ Joint Venture I. ☐ A Limited Liability Company
B. ☐ Husband and Wife F. ☒ A Corporation J. ☐ An Unincorporated Association-Other than a Partnership
C. ☐ A General Partnership G. ☐ A Business Trust K. ☐ Other (Please Specify)
D. ☐ A Limited Partnership H. ☐ Co-Partners

(4) THE FIRST DAY OF BUSINESS WAS: 6/1/94 OR IF NOT YET STARTED, CHECK HERE ☐

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1 <u>SANTANAS GRILL, INC.</u> Owner's Name or Corporation Name if incorporated	#2 _____ Owner's Name or Corporation Name if incorporated
<u>CALIFORNIA</u> Residence Address or give STATE if incorporated	_____ Residence Address or give STATE if incorporated
_____ City State Zip	_____ City State Zip
#3 _____ Owner's Name or Corporation Name if incorporated	#4 _____ Owner's Name or Corporation Name if incorporated
_____ Residence Address or give STATE if incorporated	_____ Residence Address or give STATE if incorporated
_____ City State Zip	_____ City State Zip

declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) [Signature] CLAUDIA SANTANA VILLALBA
(Signature of Registrant) (Print name of person signing and, if Corporate Officer, also state title)

HIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE.
NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW
FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME.
THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF
ANY OTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).
IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S
RIGHTS ESTABLISHED UNDER LAW.



CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original
on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By B. Fregoso Deputy

Respondent's Exhibit 14

PLEASE PRINT/TYPE
INFORMATION
AND RETURN ENTIRE FORM

GREGORY J. SMITH
RECORDER/COUNTY CLERK
COUNTY OF SAN DIEGO
1600 PACIFIC HIGHWAY, RM. 260
P.O. BOX 121750 SAN DIEGO, CA 92112-1750
(619) 237-0502

FILED

#2002-014853

MAY 16 2002
08:47

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 17.00
EXPIRES: MAY 16 2007
DEPUTY: REGENTSON

THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

SEE BACK OF FORM
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME
FILED ON SAME STATEMENT AND DOING
BUSINESS AT THE SAME LOCATION
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS
OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

☐ Renewal Notification is an additional \$5.00 fee

a. SANTANA'S MEXICAN GRILL

b. _____

(2) LOCATED AT: 580 SOUTH PACIFIC ST. SAN MARCOS CA 92069
(Must have Street Address of Business including City, State, and Zip - P.O. Box not acceptable)

Mailing Address: 2067 CECELIA TERR SAN DIEGO CALIF. 92110
(Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- | | | |
|---|--|--|
| A. <input type="checkbox"/> An Individual | E. <input type="checkbox"/> Joint Venture | I. <input type="checkbox"/> A Limited Liability Company |
| B. <input type="checkbox"/> Husband and Wife | F. <input checked="" type="checkbox"/> A Corporation | J. <input type="checkbox"/> An Unincorporated Association-Other than a Partnership |
| C. <input type="checkbox"/> A General Partnership | G. <input type="checkbox"/> A Business Trust | K. <input type="checkbox"/> Other (Please Specify) |
| D. <input type="checkbox"/> A Limited Partnership | H. <input type="checkbox"/> Co-Partners | |

(4) THE FIRST DAY OF BUSINESS WAS: 12/10/01 OR IF NOT YET STARTED, CHECK HERE ☐

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1 <u>SANTANA'S GRILL, INC.</u>	#2 _____
Owner's Name or Corporation Name if incorporated	Owner's Name or Corporation Name if incorporated
<u>CALIFORNIA</u>	_____
Residence Address or give STATE if incorporated	Residence Address or give STATE if incorporated
_____ City State Zip	_____ City State Zip
#3 _____	#4 _____
Owner's Name or Corporation Name if incorporated	Owner's Name or Corporation Name if incorporated
_____ Residence Address or give STATE if incorporated	_____ Residence Address or give STATE if incorporated
_____ City State Zip	_____ City State Zip

declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) _____
Signature of Registrant

ABELARDO SANTANA LEE
(Print name of person signing and, if Corporate Officer, also state title)
President

HIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE.
OFFICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW
FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME.
THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF
ANY OTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).
IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S
RIGHTS ESTABLISHED UNDER LAW.



CERTIFICATION

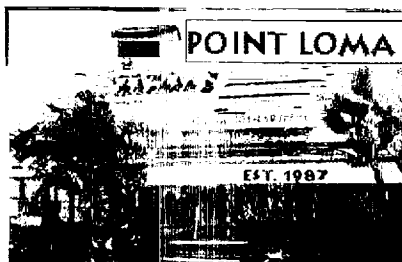
I hereby certify that the foregoing is a full, true and correct copy of the original
on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By Regentson Deputy

Respondent's Exhibit 15

[HOME](#) * [MENU](#) * [EMAIL US](#) * [SPECIAL OFFER](#) * [CABO SAN LUCAS SWEEPSTAKES](#)

ENING SOON IN



SANTANA'S
MEXICAN GRILL

HOME OF FAMOUS
CALIFORNIA
BURRITO



Thanks to you we have been serving you in San Diego, since 1987. We believe that **FRESHER is BETTER** that's why our food is made every day in our premises and our Tortillas, Meat, Poultry and Produce are delivered daily. We use 100% oil and no preservatives. We thank you again for the opportunity of letting us serve you, and for those that haven't tried our food we dare you to do so!!! We also offer A **FREQUENT EATER CARD, ATM MACHINE, A FRESH SALSA BAR** when you dine-in at all our locations and for your convenience we are:

OPEN 24/7



HOME*MENU*EMAIL US*SPECIAL OFFER
ESTORE*CABO SAN LUCAS SWEEPSTAKES
© Santanas. Friday, March 28, 2008

RESPONDENT'S EXHIBIT NO. 15
GALLEGOS V. SANTANA'S

Respondent's Exhibit 16



RESPONDENT'S EXHIBIT NO. 16
GALLEGO V. SANTANA'S
Case No. 92043152



Case No. 92043152

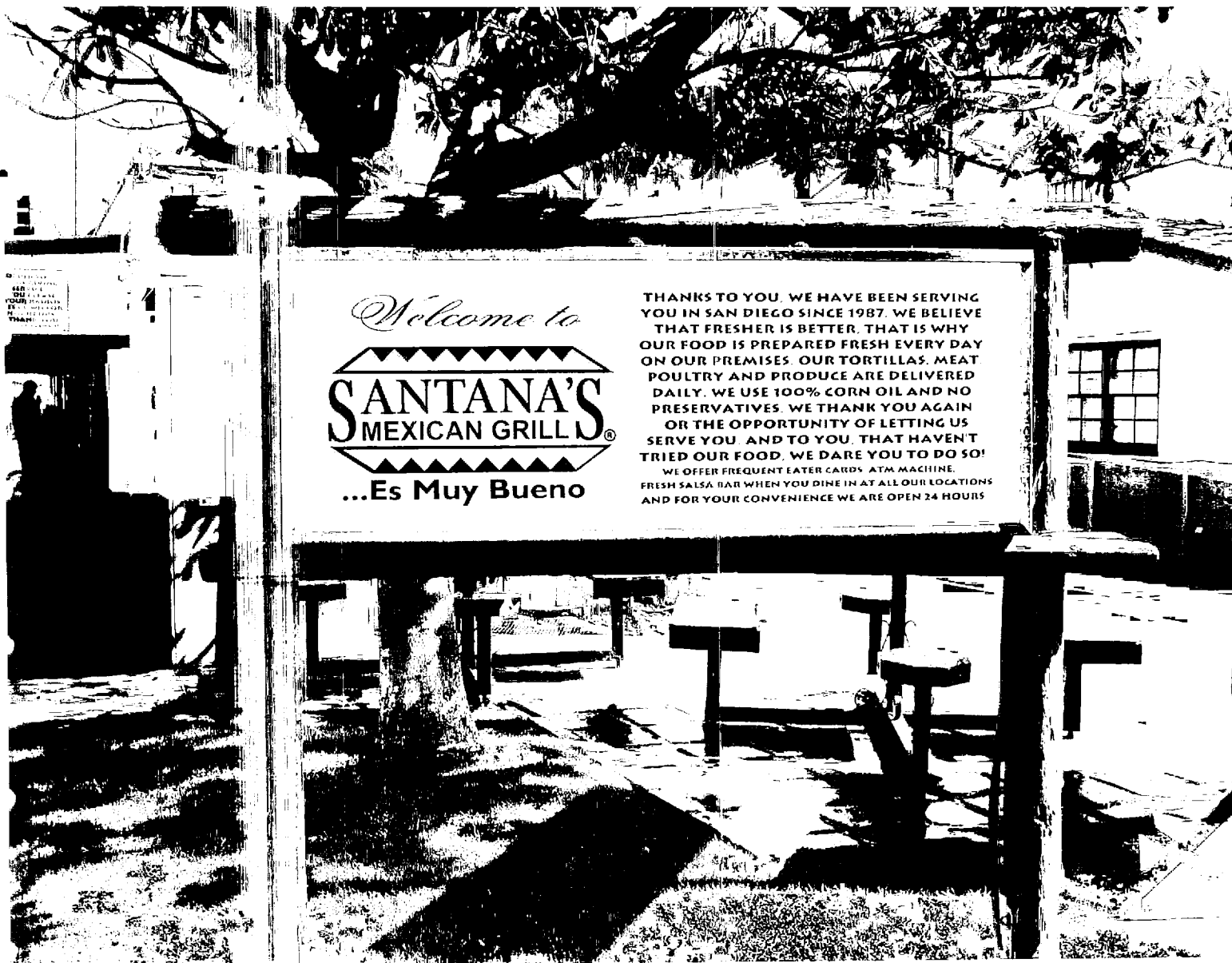


Case No. 92043152

Respondent's Exhibit 17



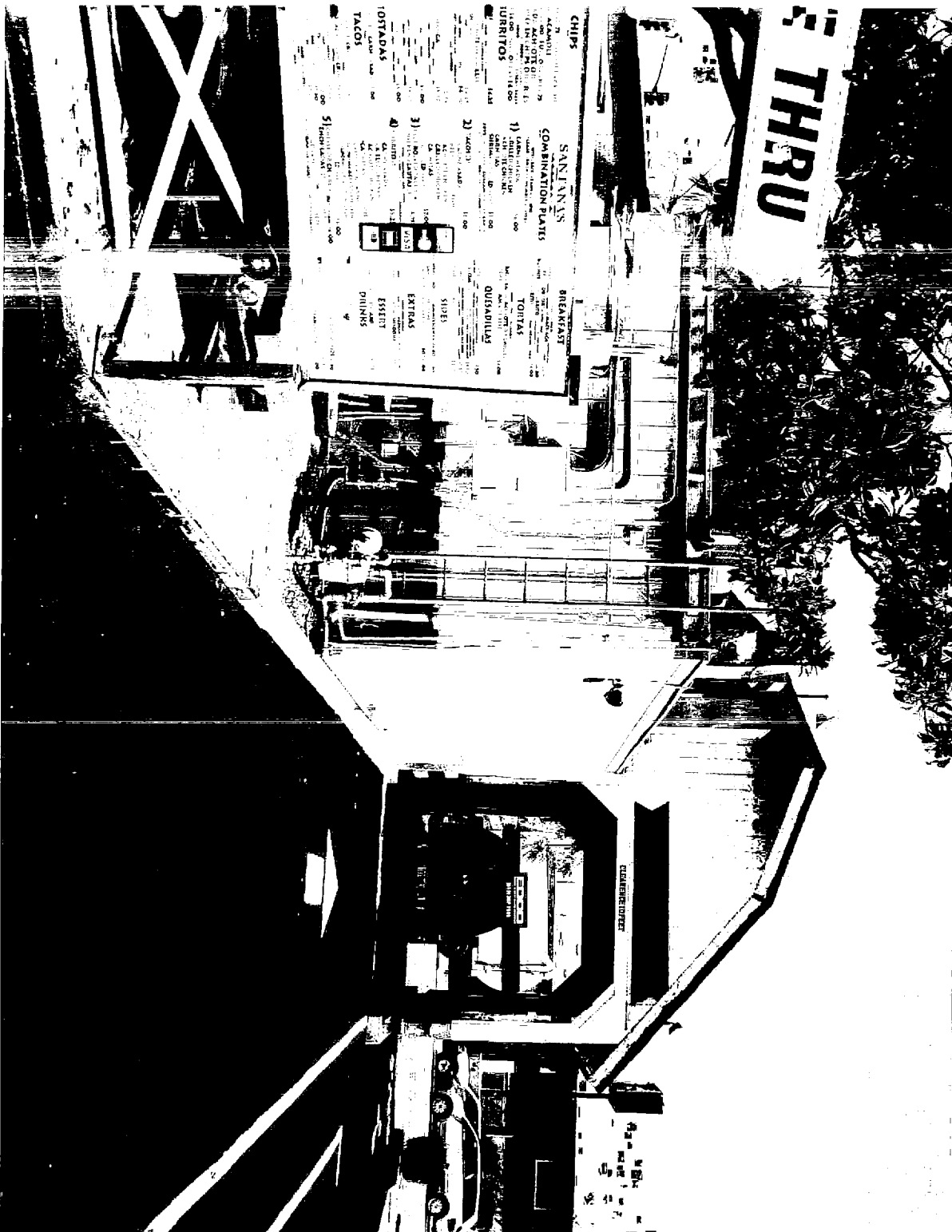
RESPONDENT'S EXHIBIT NO. 17
GALLEGO V. SANTANA'S
Case No. 92043152



Welcome to
SANTANA'S
MEXICAN GRILL®
...Es Muy Bueno

THANKS TO YOU, WE HAVE BEEN SERVING YOU IN SAN DIEGO SINCE 1987. WE BELIEVE THAT FRESHER IS BETTER. THAT IS WHY OUR FOOD IS PREPARED FRESH EVERY DAY ON OUR PREMISES. OUR TORTILLAS, MEAT, POULTRY AND PRODUCE ARE DELIVERED DAILY. WE USE 100% CORN OIL AND NO PRESERVATIVES. WE THANK YOU AGAIN FOR THE OPPORTUNITY OF LETTING US SERVE YOU. AND TO YOU, THAT HAVEN'T TRIED OUR FOOD, WE DARE YOU TO DO SO!

WE OFFER FREQUENT EATER CARDS, ATM MACHINE, FRESH SALSA BAR WHEN YOU DINE IN AT ALL OUR LOCATIONS AND FOR YOUR CONVENIENCE WE ARE OPEN 24 HOURS







Case No. 92043152

Respondent's Exhibit 18



RESPONDENT'S EXHIBIT NO. 18
GALLEGOS V. SANTANA'S

Case No. 92043152



Case No. 92043152



Case No. 92043152

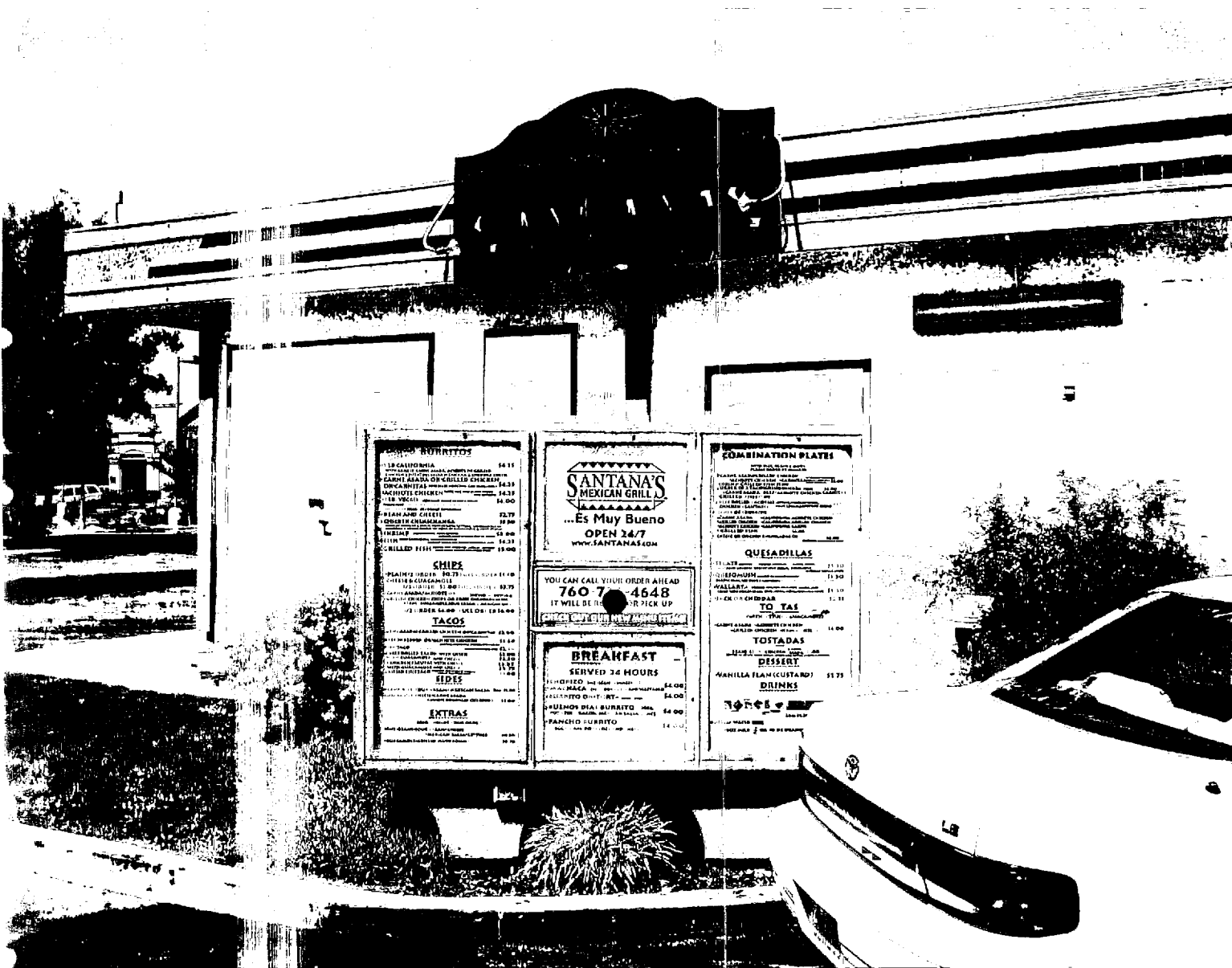


LIQUOR

SANTANA'S
MEXICAN FOODS

Respondent's Exhibit 19

Respondent's Exhibit 20



RESPONDENT'S EXHIBIT NO. 20
 GALLEGO V. SANTANA'S
 Case No. 92043152





Case No. 92043152



Case No. 92043152

1 LB CALIFORNIA	\$4.25
WITH GRILLED CHICKEN, ASA, ACHOTE OR GRILLED CHICKEN & POTATOES, SALSA, MEXICANA & CHEDDAR CHEESE	
CARNE ASADA OR GRILLED CHICKEN	\$4.25
OR CARNITAS WITH SALSA, MEXICANA & CHEDDAR CHEESE	
ACHOTE CHICKEN	\$4.25
WITH RICE AND BEANS (HIDE THE BURRITO)	
1 LB. VEGGIE	\$4.00
WITH YOU, CHICKEN & GIGANT, ITALIAN, RICE, BEANS, POTATOES, SALSA, MEXICANA & CHEDDAR CHEESE	
BEAN AND CHEESE	\$2.75
CHICKEN CHIMICHANGA	\$5.50
GRILLED CHICKEN, ASA, TOPPED WITH LETTUCE, MEXICANA, SALSA, POTATOES, SALSA, MEXICANA & CHEDDAR CHEESE	
SHRIMP	\$5.00
WITH RICE, BEANS, POTATOES, SALSA, MEXICANA & CHEDDAR CHEESE	
FISH	\$5.00
WITH RICE, BEANS, POTATOES, SALSA, MEXICANA & CHEDDAR CHEESE	
GRILLED FISH	\$5.25
WITH RICE, BEANS, POTATOES, SALSA, MEXICANA & CHEDDAR CHEESE	

PLAIN 1/2 ORDER \$0.75 FULL ORDER \$1.50
CHEESE & GUACAMOLE
1/2 ORDER \$2.00 FULL ORDER \$3.75
CARNE ASADA, AJICHOTE OR SERVED W/ COTIJA &
GRILLED CHICKEN CHIPS OR FRIES CHEDDAR CHEESE,
BEANS GUACAMOLE SOUR CREAM & MEXICAN SALSA
1/2 ORDER \$4.00 FULL ORDER \$6.00

BARNE ASADA GRILLED CHICKEN OR CARNITAS	\$2.60
BEEF SHREDDED OR ACHOTE CHICKEN	\$2.60
FISH TACO	\$2.60
BEEF ROLLED TACOS	\$2.60
WITH GUACAMOLE AND CHEESE	\$2.60
CHICKEN FLAUTAS WITH CHEESE	\$2.50
WITH GUACAMOLE AND CHEESE	\$2.25
GRILLED FISH TACO	\$2.75
	\$3.00

BEANS+RICE+SOUR CREAM+MEXICAN SALSA Box \$1.50
GUACAMOLE+CHEESE+CARNE ASADA
ACHOTE OR GRILLED CHICKEN 8oz \$3.00

(ONLY INSIDE YOUR ORDER)

*RICE+BEANS+SOUP CREAM CHEESE	
MEXICAN SALSA LETTUCE	\$0.50
*GUACAMOLE GRILLED MUSHROOMS	\$0.70

Welcome to

SANTANA'S
 MEXICAN GRILL

...Es Muy Bueno
OPEN 24/7
WWW.SANTANAS.COM

YOU CAN CALL YOUR ORDER AHEAD
760-766-4648
IT WILL BE READY FOR PICK-UP

- **CHORIZO** (MEXICAN SAUSAGE) OR **\$4.00**
- **MACHACA** (SHREDDED BEEF AND VEGETABLE) **\$4.00**
- **BURRITO OR TORTA** WITH EGGS **\$4.00**
- **BUENOS DIAS BURRITO** 2 EGGS
POTATOES, BACON, MEXICAN SALSA & CHEESE **\$4.00**
- **PANCHO BURRITO**
2 EGGS, HAM, POTATOES AND CHEESE **\$4.00**

[illegible]

TECATE	ACHUTE OR CHILED CHICKEN OR CARNE ASADA - JACK CHEESE, SERV. W. TIRE, OF SOUR CREAM, GUACAMOLE	\$5.50
QUESOMIL	ACHUTE OR CHILED CHICKEN	\$5.50
	TO CARNE ASADA, JACK CHEESE & W. B. BOLLING WITH TIPS OF MEXICAN SALSA & CHIPS	\$5.50
VALLARTA	CHILED CHICKEN OR CARNE ASADA - JACK CHEESE WITH TIRE OF EASY SO-B (CRAN), MEXICAN SALSA & CHIPS	\$5.50
CHICK OR CHEDDAR		\$2.75

CARNE ASADA ACHIOTE CHICKEN
+GRILLED CHICKEN HAM & CHEESE \$4.00

BEANS \$2.75 CHICKEN CARNÉ \$3.00
TOPPED W/ BEANS, SOULI CREAM, CHEDDAR & SOTIA CHEESE & LETTUCE

DRINKS



	14oz \$1.30	32oz \$1.90
BOTTLED WATER		\$1.30
BOX MILK	OR 10 OZ ORANGE JUICE	\$1.00



Case No. 92043152

COMBINATION PLATES

WITH RICE, BEANS & CHIPS
PLEASE ORDER BY NUMBER

- 1 CARNE ASADA + CARNITAS \$6.00
- *GRILLED CHICKEN
- *ACHIOTE CHICKEN
- *SHRIMP GRILLED FISH \$7.00
- 2 ORDER OF 2 TACOS \$6.00
- *CARNE ASADA + BEEF + FISH
- *ACHIOTE CHICKEN
- *GRILLED CHICKEN + CARNITAS
- *GRILLED FISH \$7.00
- 3 BEEF ROLLED TACOS (4)
- CHICKEN FLAUTAS (3) \$4.75
- (LETTUCE + BEANS + SALSA + SOUR CREAM + CHEDDAR CHEESE)
- 4 ORDER OF 1 BURRITO + FISH \$5.25
- *CARNE ASADA + CALIFORNIA ACHIOTE CHICKEN
- *GRILLED CHICKEN + CALIFORNIA GRILLED CHICKEN
- *ACHIOTE CHICKEN + CALIFORNIA CARNI + CARNITAS
- *GRILLED FISH \$6.00
- 5 CHEESE OR CHICKEN ENCHILADAS (2)
- SOUR CREAM AND CHEESE \$6.00
- GREEN - MILD TASTE (10 SAVERS)
- RED - CHILI PANDELA SAUCE

ANY BURRITO
CAN BE MADE
INTO A BOWL

BURRITOS

- *1 LB CALIFORNIA \$4.25
- WITH GRILLED CARNE ASADA + ACHIOTE
- OR GRILLED CHICKEN & POTATOES
- SALSA MEXICANA & CHEDDAR CHEESE
- *CARNE ASADA OR GRILLED
- *CHICKEN OR CARNITAS \$4.25
- WITH SALSA MEXICANA AND GUACAMOLE
- *ACHIOTE CHICKEN
- WITH RICE AND BEANS INSIDE THE BURRITO \$4.25
- *1 LB. VEGGIE WITH YOUR CHOICE OF ANY 4 ITEMS:
- *BEANS + RICE + LETTUCE + POTATOES
- *GUACAMOLE + MEXICAN SALSA + CHEESE
- *SOUP CREAM OR GRILLED MUSHROOMS \$4.00
- *BEAN AND CHEESE \$2.75
- *CHICKEN CHIMICHANGA \$5.50
- GRILLED CHICKEN + BEANS TOPPED WITH LETTUCE
- MEXICAN SALSA, CHEDDAR & QUITA CHEESE W/ BEANS
- OR 2 GUACAMOLE & YOUR FAVORITE
- *SHRIMP \$5.00
- GRILLED CHICKEN + BEANS TOPPED WITH LETTUCE
- MEXICAN SALSA, CHEDDAR & QUITA CHEESE W/ BEANS
- *FISH \$4.25
- GRILLED FISH \$5.00

Welcome to
SANTANA'S
MEXICAN GRILL
...Es Muy Bueno

HOME OF THE FAMOUS
CALIFORNIA
BURRITO

OPEN 24/7

WWW.SANTANAS.COM

QUESADILLAS

- *TECATE ACHIOTE OR GRILLED CHICKEN OR
- CARNE ASADA + JACK CHEESE SERVED
- W/ SIDES OF SOUR CREAM + GUACAMOLE
- MEXICAN SALSA & CHIPS \$5.50
- *QUESOMUSH ACHIOTE OR GRILLED CHICKEN
- OR CARNE ASADA + JACK CHEESE + MUSHROOMS
- WITH SIDES OF MEXICAN SALSA & CHIPS \$5.50
- *VALLARTA GRILLED CHICKEN OR CARNI
- ASADA + JACK CHEESE WITH SIDES OF BEANS
- SOUR CREAM + MEXICAN SALSA & CHIPS \$5.50
- *JACK OR CHEDDAR \$2.75

TORTAS

- WITH LETTUCE & GUACAMOLE
- *CARNE ASADA + ACHIOTE CHICKEN
- *GRILLED CHICKEN + HAM & CHEESE \$4.00

TOSTADAS

- BEANS \$2.75 CHICKEN
- CARNE ASADA \$3.00
- GRILLED CHICKEN + BEANS + SOUR CREAM
- GUACAMOLE & CHIPS \$3.00

- *PLAIN 1/2
- *CHEESE 1/2
- *CARNI 1/2
- *GRILLED CHICKEN 1/2
- *GRILLED FISH 1/2

- *CARNE ASADA
- *OR CARNITAS
- *BEEF SHRED
- *ACHIOTE CH
- *FISH TACO
- *BEEF ROLL
- *WITH GUACA
- *CHICKEN FL
- *WITH GUACA
- *GRILLED FISH
- *GRILLED CHICKEN

Case No. 92043152

Respondent's Exhibit 21



RESPONDENT'S EXHIBIT NO. 21
GALLEGO V. SANTANA'S
Case No. 92043152



Case No. 92043152



Case No. 92043152



Case No. 92043152

BURRITO
\$4.25
GRILLED
\$4.25
\$4.25
\$4.25
\$4.00
\$2.75
\$5.50
\$5.00
\$4.25
\$5.00

COMBINATION PLATES

WITH RICE, BEANS & CHIPS
 PLEASE ORDER BY NUMBER

1+CARNE AS CARNITAS \$6.00
 +GRILLED CHICKEN \$6.00
 +ACHIOTE CHICKEN \$7.00
 +SHRIMP GRILLED FISH \$7.00
 2 ORDER OF 2 TACOS \$6.00
 +CARNE ASADA GRILLED CHICKEN \$6.00
 +BEEF +CARNITAS +FISH ACHIOTE CHICKEN \$7.00
 +GRILLED FISH \$7.00
 3+BEEF ROLLED TACOS(4) \$4.75
 +CHICKEN FLAUTAS(3) \$5.25
 4 ORDER OF 1 BURRITO \$5.25
 +CARNE ASADA +GRILLED CHICKEN \$6.00
 +ACHIOTE CHICKEN +GRILLED FISH \$6.00
 +CARNITAS \$6.00
 5 CHEESE OR CHICKEN ENCHILADAS(2) \$6.00
 +GRILLED FISH \$6.00



...Es Mi Lleno

HOME OF FAMOUS CALIFORNIA BURRITO
 www.santanas.com
 OPEN 24 HOURS

QUESADILLAS

+TECATE \$5.50
 +QUESOMUSH \$5.50
 VALLARTA \$5.50
 JACK OR CHEDDAR \$5.75

TORTAS

+CARNE ASADA +ACHIOTE CHICKEN \$4.00
 +GRILLED CHICKEN HAM +CHEESE \$4.00
 TOSTADAS

BEANS \$2.75 CHICKEN CARNE ASADA \$3.00

DESSERT

VANILLA FLAN (CUSTARD)

DRINKS

BOTTLED WATER
 80% MILK OR
 10 OZ ORANGE JUICE

TAX



Case No. 92043152



Case No. 92043152

Respondent's Exhibit 22



RESPONDENT'S EXHIBIT NO. 22
GALLEGOS V. SANTANA'S

Case No. 92043152



Case No. 92043152



Case No. 92043152





Case No. 92043152

Respondent's Exhibit 23

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,682,978

Registered Feb. 4, 2003

SERVICE MARK
PRINCIPAL REGISTER



... Es Muy Bueno

HOME OF FAMOUS
CALIFORNIA
BURRITO

SANTANA'S GRILL, INC. (CALIFORNIA COR-
PORATION)
2067 CECILIA TERRACE
SAN DIEGO, CA 92110

FORNIA BURRITO", APART FROM THE MARK AS
SHOWN.

FOR: RESTAURANT SERVICES, IN CLASS 42
(U.S. CLS. 100 AND 101).

THE ENGLISH TRANSLATION OF "ES MUY
BUENO" IS "IT'S VERY GOOD".

FIRST USE 0-0-1988; IN COMMERCE 0-0-1988.

SER. NO. 76-345,542, FILED 12-5-2001.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "MEXICAN FOOD" AND "CALI-

JEFFERY COWARD, EXAMINING ATTORNEY

RESPONDENT'S EXHIBIT NO. 23
GALLEGO V. SANTANA'S

Case No. 92043152

Respondent's Exhibit 24

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,631,458

Registered Oct. 8, 2002

**SERVICE MARK
PRINCIPAL REGISTER**

SANTANA'S MEXICAN FOOD...ES MUY BUENO

SANTANA'S GRILL, INC. (CALIFORNIA CORPORATION)
2067 CECILIA TERRACE
SAN DIEGO, CA 92110

FOR: RESTAURANT SERVICES, IN CLASS 42
(U.S. CLS. 100 AND 101).

FIRST USE 0-0-1988; IN COMMERCE 0-0-1988.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "MEXICAN FOOD", APART FROM
THE MARK AS SHOWN.

THE ENGLISH TRANSLATION OF "ES MUY
BUENO" IS "IT'S VERY GOOD".

SER. NO. 76-345,538, FILED 12-5-2001.

SHAVELL MCPHERSON, EXAMINING ATTORNEY

RESPONDENT'S EXHIBIT NO. 24
GALLEGO V. SANTANA'S

Case No. 92043152

EXHIB Case No. 92043152

4

Respondent's Exhibit 25

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,634,976

Registered Oct. 15, 2002

**SERVICE MARK
PRINCIPAL REGISTER**

SANTANA'S MEXICAN GRILL

SANTANA'S GRILL, INC. (CALIFORNIA CORPORATION)
2067 CECELIA TERRACE
SAN DIEGO, CA 92110

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "MEXICAN GRILL", APART FROM
THE MARK AS SHOWN.

FOR: RESTAURANT SERVICES, IN CLASS 42
(U.S. CLS. 100 AND 101).

SER. NO. 76-345,537, FILED 12-5-2001.

FIRST USE 7-0-1998; IN COMMERCE 7-0-1998.

SHAVELL MCPHERSON, EXAMINING ATTORNEY

RESPONDENT'S EXHIBIT NO. 25
GALLEGO V. SANTANA'S

Respondent's Exhibit 26

COMBINATION PLATES

(WITH RICE, BEANS & CHIPS)


(PLEASE ORDER BY NUMBER)


- 1**  **CARNE ASADA \$5.50**
GRILLED CHICKEN
ACHIOTE CHICKEN
CARNITAS
SHRIMP

SERVED WITH SIDES OF GUACAMOLE, MEXICAN SALSA,
LETTUCE & (3) CORN OR (2) FLOUR TORTILLAS

- 2 TACOS (2)**  **\$5.50**
CARNE ASADA
BEEF
ACHIOTE CHICKEN
GRILLED CHICKEN
CARNITAS
FISH

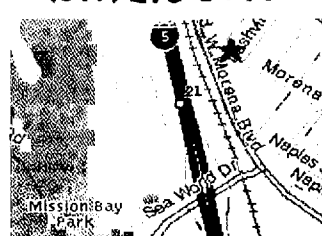
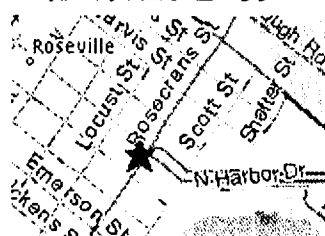
- 3 BEEF ROLLED TACOS (4)** **\$4.25**
CHICKEN FLAUTAS (3)
LETTUCE, MEXICAN SALSA, SOUR CREAM
AND CHEDDAR CHEESE

- 4 BURRITO (1)**  **\$4.50**
CARNE ASADA
GRILLED CHICKEN
ACHIOTE CHICKEN
CARNITAS
CALIFORNIA CARNE
CALIFORNIA ACHIOTE CHICKEN
CALIFORNIA GRILLED CHICKEN
FISH

- 5 CHEESE OR CHICKEN**  **\$5.50**
ENCHILADAS (2)
SOUR CREAM AND CHEESE
GREEN MILD TOMATILLO SAUCE
RED CHILE PASILLA SAUCE

LOCATIONS

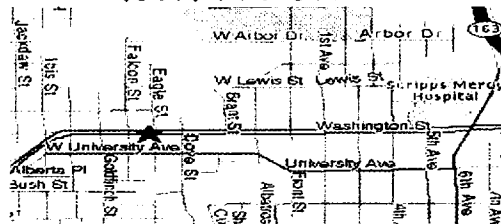
POINT LOMA **BAY PARK**
1480 ROSECRANS ST. 1525 MORENA BLVD.
(619) 226-2033 (619) 276-6010



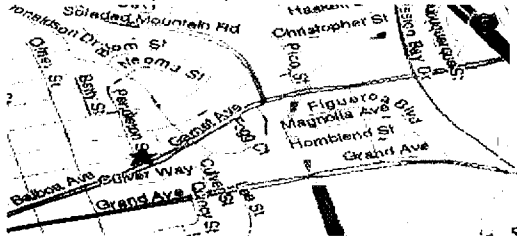
SPORTS ARENA **SAN MARCOS**
3742 MIDWAY DR. 580 S. PACIFIC STREET
(619) 523-9517 (760) 736-4648



MISSION HILLS
719 W. WASHINGTON ST.
(619) 574-8710



PACIFIC BEACH
2303 GARNET AVE.
(858) 483-1227



WWW.SANTANAS.COM

SANTANA'S
ME
... Es

HOMECOMING

THANKS TO YOU
IN SAN DIEGO
FRESHER IS BETTER
PREPARED EVERY DAY
OUR TORTILLAS
PRODUCE ARE
ORN OIL AND
YOU AGAIN
LETTING US
HAVEN'T TRIED
DO SO!!! WE
ARDS, ATM
HEN YOU D
AND FOR YOU

RESPONDENT'S EXHIBIT NO. 26
GALILEO V. SANTANA'S
Case No. 92043152

VOTED
BY



ON

BURRITOS

1 LB. CALIFORNIA \$4.25

GRILLED CARNE ASADA* ACHIOTE OR GRILLED CHICKEN
WITH POTATOES, SALSA MEXICANA AND CHEDDAR CHEESE

CARNE ASADA* GRILLED CHICKEN* CARNITAS \$4.25

SALSA MEXICANA & GUACAMOLE

ACHIOTE CHICKEN \$4.25

GRILLED ACHIOTE CHICKEN WITH RICE & BEANS

1 LB. VEGGIE \$4.00

WITH YOUR CHOICE OF ANY FOUR ITEMS:
BEANS* RICE* LETTUCE* POTATOES* GUACAMOLE
MEXICAN SALSA* CHEESE* SOUR CREAM OR
GRILLED MUSHROOMS

BEAN AND CHEESE \$2.75

CHICKEN CHIMICHANGA \$5.50

GRILLED CHICKEN AND BEANS TOPPED WITH LETTUCE, MEXICAN
SALSA, CHEDDAR & COTIJA CHEESE & SIDE ORDERS OF
GUACAMOLE & SOUR CREAM

SHRIMP BURRITO \$5.00

GRILLED SHRIMP, MEXICAN SALSA AND ACHIOTE SAUCE WITH
RICE AND A ZEST OF LEMON

FISH BURRITO \$4.25

CRISPY BATTERED FISH, SHREDDED CABBAGE, MEXICAN SALSA
AND OUR CREAMY TOMATILLO SAUCE

WANT SOMETHING LIGHTER
WITH THE SAME GREAT FLAVOR?
NOW YOU CAN MAKE ANY OF YOUR
FAVORITE BURRITOS INTO A BOWL

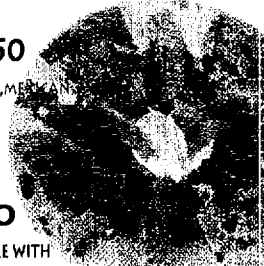
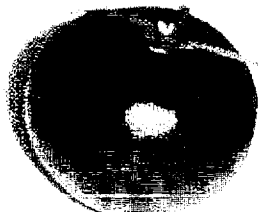
SIDES

BEANS* RICE* SOUR CREAM* MEXICAN SALSA 8OZ \$1.50

GUACAMOLE* CHEESE* CARNE ASADA*
ACHIOTE OR GRILLED CHICKEN 8OZ \$3.00



OPEN 24 / 7



TECATE QUESADILLA

TACOS

CARNE ASADA* GRILLED CHICKEN \$2.00
OR CARNITAS GUACAMOLE AND MEXICAN SALSA

BEEF (SHREDDED) OR ACHIOTE CHICKEN \$2.00
LETTUCE, CHEDDAR AND ENCHILADO CHEESES

FISH \$2.00
CRISPY BATTERED FISH, SHREDDED CABBAGE,
MEXICAN SALSA AND OUR CREAMY TOMATILLO SAUCE

4 BEEF ROLLED TACOS WITH CHEESE \$1.80
WITH GUACAMOLE AND CHEESE \$2.50

3 CHICKEN FLAUTAS WITH CHEESE \$2.00
WITH GUACAMOLE AND CHEESE \$2.50

QUESADILLAS

TECATE ACHIOTE OR GRILLED CHICKEN OR CARNE ASADA & JACK CHEESE. \$5.50
SERVED WITH SIDES OF SOUR CREAM, GUACAMOLE, MEXICAN SALSA & CHIPS.

QUESOMUSH \$5.50
ACHIOTE OR GRILLED CHICKEN OR CARNE ASADA, JACK CHEESE & MUSHROOMS.
SERVED WITH SIDES OF MEXICAN SALSA & CHIPS.

VALLARTA \$5.50
GRILLED CHICKEN OR CARNE ASADA & JACK CHEESE.
SERVED WITH SIDES OF BEANS, SOUR CREAM, MEXICAN SALSA & CHIPS.

JACK OR CHEDDAR CHEESE \$2.75

TOSTADAS

BEANS OR CHICKEN \$2.75
TOPPED WITH BEANS, SOUR CREAM, CHEDDAR
AND COTIJA CHEESE AND LETTUCE

DESSERT

VANILLA FLAN (CUSTARD) \$1.75

AS SEEN ON SIGNONSANDIEGO...

Best of
2003
San Diego

LATE NIGHT-DINING

PLAIN 1/2 ORDER
CHEESE 1/2 ORDER

CARNE A GRILLED C
SERVED WITH
GUACAMOLE,

1/2 ORDER

CARNE ASADA CHIPS

CARNE ASA
GRILLED CH
WITH

5 A

CHORIZO
MACHACA
BURRITO

BUENOS DI
2 EGGS, POTATOES
PANCHO B
2 EGGS, HAM, P

RICE * BEANS
MEXICAN SA
GUACAMOLE

LEMONADE
JAMAICA

BOTTLED W
8oz



BEAN TOSTADA



Respondent's Exhibit 27

COMBINATION PLATES

(INCLUDES RICE AND BEANS)

- 1.- CARNE ASADA OR CARNITAS (INCLUDES 3 CORN OR 2 FLOUR TORTILLAS).....5.50
- 2.- TWO CARNE ASADA TACOS.....5.50
- 3.- TWO CHILES RELLENOS.....5.00
- 4.- TOSTADA & BEEF TACO.....4.80
- 5.- TWO BEEF TACOS.....4.80
- 6.- TWO CHICKEN TACOS.....4.80
- 7.- TWO FISH TACOS.....4.80
- 8.- TOSTADA & ENCHILADA.....4.80
- 9.- BEEF TACO & ENCHILADA.....4.80
- 10.- CHILE RELLENO & ENCHILADA.....4.80
- 11.- TWO CHEESE ENCHILADAS.....4.70
- 12.- CHOOSE ANY ITEM FROM OUR REGULAR MENU AND FOR ONLY 1.50 EXTRA WILL GIVE YOU A PLATE WITH RICE AND BEANS.

QUESADILLAS

- 1.- TECATE CHICKEN OR CARNE ASADA WITH JACK CHEESE, SOUR CREAM & GUACAMOLE.....4.20
- 2.- QUESOMUSH CHICKEN OR CARNE ASADA WITH JACK CHEESE, MUSHROOMS.....4.20
- 3.- CALIFORNIA JACK OR CHEDDAR.....2.20

CHIPS

- 1.- PLAIN.....1.00
- 2.- WIHT CHEESE OR SALSA.....1.50
- 3.- W I H T C H E E S E & GUACAMOLE.....3.25
- 4.- CHIPS OR FRIES WIHT CHEESE, GUACAMOLE, SOUR CREAM, MEXICAN SALSA, CARNE ASADA OR CHICKEN.....4.50

TOSTADAS

(WITH BEANS, SOUR CREAM, CHEESE AND LETTUCE)

- 1.- BEEF * BEANS * CHICKEN * CARNITAS.....2.10
- 2.- FLYING SAUCER CHICKEN OR BEEF.....3.50

1480 ROSECRANS ST.
SAN DIEGO, CA
(619) 226-2033

1525 MORENA BLVD.
SAN DIEGO, CA
(619) 276-6010



... Es Muy Bueno
HOME OF CALIFORNIA BURRITO

3742 MIDWAY DR.
SAN DIEGO CA
(619) 523-9517

471 BROADWAY ST.
EL CAJON, CA
(619) 444-4628

BURRITOS

- 1.- CALIFORNIA BURRITO WITH POTATOES, SALSA, CHEDDAR, CARNE ASADA OR CHICKEN.....3.00
- 2.- CARNE ASADA * CARNITAS * GRILLED CHICKEN WITH SALSA & GUACAMOLE.....3.00
- 3.- FISH CABBAGE, SALSA & WHITE SAUCE.....3.00
- 4.- 1 LB. GREEN PORK WITH RICE AND BEANS INSIDE.....3.00
- 5.- BEANS.....1.75
- 6.- ACHIOTE CHICKEN.....2.50
- 7.- SHRIMP WITH RICE, BEANS & SOUR CREAM INSIDE.....3.75
- 8.- CHIMICHANGA CHICKEN OR BEEF.....3.75

TORTAS

(WITH GUACAMOLE AND LETTUCE)

- 1.- CARNE ASADA * HAM & CHEESE * CHICKEN * BEEF * CARNITAS.....2.75

EXTRAS

(ONLY INSIDE YOUR ORDER)

- 1.- RICE * BEANS * SOUR CREAM * CHEESE MEXICAN SALSA * LETTUCE.....0.40
- 2.- GUACAMOLE.....0.60
- 3.- CHICKEN * CARNE ASADA * CARNITAS FISH.....1.25

TACOS

- 1.- CARNE ASADA TACO.....2.10
- 2.- CARNITAS.....2.00
- 3.- BEEF * FISH * CHICKEN.....1.80
- 4.- 4 BEEF ROLLED TACOS WITH GUACAMOLE.....2.20
- 5.- 4 BEEF ROLLED TACOS WITH CHEESE.....1.60
- 6.- 3 CHICKEN FLAUTAS WITH GUACAMOLE.....2.25
- 7.- 3 CHICKEN FLAUTAS WITH CHEESE.....1.75

ENCHILADAS

(WITH CHEDDAR AND LETTUCE)

- 1.- CHICKEN * CHEESE * BEEF.....3.25

SIDES

- 1.- 1/2 PT. BEANS OR RICE.....1.20
- 2.- 1/2 PT. SALSA OR SOUR CREAM.....1.50
- 3.- 1/2 PT. GUACAMOLE.....1.75
- 4.- 2 CORN OR 1 FLOUR TORILLAS CARROTS.....0.40

REFRESHMENTS

- 1.- FRESH LEMONADE * HORCHATA * JAMAICA TAMARINDO * NESTEA * MILK * ORANGE JUICE.....1.00
- 2.- COKE * DIET COKE * SPRITE * DR. PEPPER * ROOT BEER * ORANGE.....0.00
- 3.- BOTTLED WATER.....0.75

DAILY

- 1.- ENCHILADAS CO CHICKEN, ONE CHE AND CHIPS.....
- 2.- CARNE ASADA T SOUR CREAM, CHE SALSA & A SODA...
- 3.- CHICKEN BURR BEANS AND SOU
- 4.- BUY TWO FISH FREE.....
- 5.- 4 BEEF ROLLE FLAUTAS PLATE V CHIPS AND YOUR C CHEESE * LETTUCE * SALSA * GUACAMO
- 6.- 1 LB. VEGGIE CHOICE OF ANY 4 CHEESE * LETTUCE SALSA * POTATOES

BREA

BUR

(INCLUDES F

- 1.- MACHACA O CH
- 2.- HUEVOS RANCHE
- 3.- EGGS SALSA & CH
- 4.- SCRAMBLED E BACON.....

BUR

- 1.- MACHACA OR C
- 2.- BUENOS DIAS BU POTATOES, BACON,
- 3.- RANCHO BURR CHORIZO, POTATOE

TO

(WITH LETTUCE)

- 1.- MACHACA TORTA
- 2.- CHORIZO TORTA
- 3.- EGGS SALSA & CHI

asa de oro

464.04.62

Respondent's Exhibit 28

**GUARANTY OF LEASE**

CB COMMERCIAL REAL ESTATE GROUP, INC.
 BROKERAGE AND MANAGEMENT
 LICENSED REAL ESTATE-BROKER

This Guaranty of Lease (the "Guaranty") is attached to and made part of that certain real estate Lease (the "Lease") dated November 21, 1997, between Lear Investments, a California General Partnership, as Landlord, and Arturo L. Santana, as Tenant, covering the Property commonly known as 411 Broadway, El Cajon, California. The terms used in this Guaranty shall have the same definitions as set forth in the Lease. In order to induce Landlord to enter into the Lease with Tenant, Abelardo Santana and Claudia V. De Santana

("Guarantors"),

have agreed to execute and deliver this Guaranty to Landlord. Each Guarantor acknowledges that Landlord would not enter into the Lease if each Guarantor did not execute and deliver this Guaranty to Landlord.

1. Guaranty. In consideration of the execution of the Lease by Landlord and as a material inducement to Landlord to execute the Lease, each Guarantor hereby irrevocably, unconditionally, jointly and severally guarantees the full, timely and complete (a) payment of all rent and other sums payable by Tenant to Landlord under the Lease, and any amendments or modifications thereto by agreement or course of conduct, and (b) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant pursuant to the Lease, and any amendments or modifications thereto by agreement or course of conduct. The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Lease, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Tenant.

2. Landlord's Rights. Landlord may perform any of the following acts at any time during the Lease Term, without notice to or assent of any Guarantor and without in any way releasing, affecting or impairing any of Guarantor's obligations or liabilities under this Guaranty: (a) alter, modify or amend the Lease by agreement or course of conduct, (b) grant extensions or renewals of the Lease, (c) assign or otherwise transfer its interest in the Lease, the Property, or this Guaranty, (d) consent to any transfer or assignment of Tenant's or any future tenant's interest under the Lease, (e) release one or more Guarantor, or amend or modify this Guaranty with respect to any Guarantor, without releasing or discharging any other Guarantor from any of such Guarantor's obligations or liabilities under this Guaranty, (f) take and hold security for the payment of this Guaranty and exchange, enforce, waive and release any such security, (g) apply such security and direct the order or manner of sale thereof as Landlord, in its sole discretion, deems appropriate, and (h) foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Guarantor under this Guaranty, except to the extent the indebtedness has been paid.

3. Tenant's Default. This Guaranty is a guaranty of payment and performance, and not of collection. Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or any Guarantor to enforce any of Landlord's rights or remedies against Tenant or any Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or any Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

4. Guarantor's Waivers. Each Guarantor hereby waives (a) presentment, demand for payment and protest of non-performance under the Lease, (b) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, presentment, demand for payment, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord, (c) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise, or against any other Guarantor, (d) any right to require Landlord to proceed against any security held from Tenant or any other party, (e) any right of subrogation and (f) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantors against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any part payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor.

5. Separate and Distinct Obligations. Each Guarantor acknowledges and agrees that such Guarantor's obligations to Landlord under this Guaranty are separate and distinct from Tenant's obligations to Landlord under the Lease. The occurrence of any of the following events shall not have any effect whatsoever on any Guarantor's obligations to Landlord hereunder, each of which obligations shall continue in full force or effect as though such event had not occurred: (a) the commencement by Tenant of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended or replaced, or any other applicable federal or state bankruptcy, insolvency or other similar law (collectively, the "Bankruptcy Laws"), (b) the consent by tenant to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of Tenant or for any substantial part of its property, (c) any assignment by Tenant for the benefit of creditors, (d) the failure of Tenant generally to pay its debts as such debts become due, (e) the taking of corporate action by Tenant in the furtherance of any of the foregoing; or (f) the entry of a decree or order for relief by a court having jurisdiction in respect of Tenant in any involuntary case under the Bankruptcy Laws, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or for any substantial part of its property, or ordering the winding-up or liquidation of any of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days. The liability of Guarantors under this Guaranty is not and shall not be affected or impaired by any payment made to Landlord under or related to the Lease for which Landlord is required to reimburse Tenant pursuant to any court order or in settlement of any dispute, controversy or litigation in any bankruptcy, reorganization, arrangement, moratorium or other federal or state debtor relief proceeding. If, during any such proceeding, the Lease is assumed by Tenant or any trustee, or thereafter assigned by Tenant or any trustee to a third party, this Guaranty shall remain in full force and effect with respect to the full

Initials

ASL
ETS

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Form No. 6452 Rev 4/91

RESPONDENT'S EXHIBIT NO. 28
 GALLEGOS V. SANTANA'S

Case No. 92043152

SG00062

SG00062

performance of Tenant, any such trustee or any such third party's obligations under the Lease. If the Lease is terminated or rejected during any such proceeding, or if any of the events described in Subparagraphs (a) through (f) of this Paragraph 5 occur, as between Landlord and each Guarantor, Landlord shall have the right to accelerate all of Tenant's obligations under the Lease and each Guarantor's obligations under this Guaranty. In such event, all such obligations shall become immediately due and payable by Guarantors to Landlord. Guarantors waive any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant.

6. **Subordination.** All existing and future advances by Guarantor to Tenant, and all existing and future debts of Tenant to any Guarantor, shall be subordinated to all obligations owed to Landlord under the Lease and this Guaranty.

7. **Successors and Assigns.** This Guaranty binds each Guarantor's personal representatives, successors and assigns.

8. **Encumbrances.** If Landlord's interest in the Property or the Lease, or the rents, issues or profits therefrom, are subject to any deed of trust, mortgage or assignment for security, any Guarantor's acquisition of Landlord's interest in the Property or Lease shall not affect any of Guarantor's obligations under this Guaranty. In such event, this Guaranty shall nevertheless continue in full force and effect for the benefit of any mortgagee, beneficiary, trustee or assignee or any purchaser at any sale by judicial foreclosure or under any private power of sale, and their successors and assigns. Any married Guarantor expressly agrees that Landlord has recourse against any Guarantor's separate property for all of such Guarantor's obligations hereunder.

9. **Guarantor's Duty.** Guarantors assume the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agree that Landlord shall have no duty to advise Guarantors of information known to it regarding such condition or any such circumstance.

10. **Landlord's Reliance.** Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

11. **Incorporation of Certain Lease Provisions.** Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of the Tenant to execute the Lease are incorporated herein in their entirety by this reference and made a part hereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty, except that (a) any notice which any Guarantor desires or is required to provide to Landlord shall be effective only if signed by all Guarantors and (b) any notice which Landlord desires or is required to provide to any Guarantor shall be sent to such Guarantor at such Guarantor's address indicated below, or if no address is indicated below, at the address for notices to be sent to Tenant under the Lease.

Signed on November 21, 1997, 19____


Abelardo Santana

2067 Cecelia Terrace

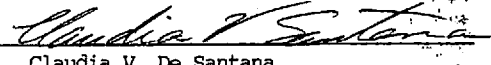
By: _____

San Diego, Ca. 92110

Its: _____

Address

Signed on November 21, 1997, 19____


Claudia V. De Santana

2067 Cecelia Terrace

By: _____

San Diego, Ca. 92110

Its: _____

Address

CONSULT YOUR ATTORNEY - This document has been prepared for approval by your attorney. No representation or recommendation is made by CB Commercial Real Estate Group, Inc. or the Southern California Chapter of the Society of Industrial Realtors,® Inc., or the agents or employees of either of them as to the legal sufficiency, legal effect, or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

Case No. 92043152